

## Sheri L. Wainscott

---

**From:** Keith R. Powell  
**Sent:** Wednesday, November 25, 2015 12:22 PM  
**To:** 'Peeples, Kenneth'  
**Cc:** Pfanmiller, Adam B (APFANMIL@travelers.com); Robbie Ferris (RFerris@sfla.biz); John Gardner; Mark Wolfe; Ara Heinz (AHeinz@horrycountyschools.net); Kenneth Generette; rmaxey@horrycountyschools.net  
**Subject:** RE: Horry County Schools | FirstFloor Energy Positive, LLC - P&P Bond Forms  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Kenneth – the payment bond cite does need to be to title 29. The performance bond language is consistent with my understanding of a performance bond's contractual function as opposed to extra-contractual design professional tort liability insurance, and accordingly consistent with the scope of performance suretyship desired by the HCS in the RFP.

We understand there is still a separate and open discussion on several aspects of program insurance, including design professional liability insurance and builder's risk insurance, where any open questions on the insurance program to be put in place can be addressed. Please go ahead on your end with the bonds.

Happy Thanksgiving all. I will be traveling until Tuesday around noon when I'll be back at the office.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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**From:** Peeples, Kenneth [<mailto:KPeeples@BBandT.com>]  
**Sent:** Tuesday, November 24, 2015 5:07 PM  
**To:** Keith R. Powell  
**Cc:** Pfanmiller, Adam B (APFANMIL@travelers.com); Peeples, Kenneth  
**Subject:** Horry County Schools | FirstFloor Energy Positive, LLC - P&P Bond Forms

Keith:

I spoke with your Associate, Dick Halligan, about a half hour ago and he said I should send an email in hopes we can do this via email in lieu of a conference call.

I called to discuss the following revisions to the P&P Bonds:

**AIA Payment Bond (attached).** Note, it is simply referencing the correct SC Citation:

- Modification is fine (we understand the expansion of claimant and the intent to make sure others listed are covered under the Payment Bond). The statutory citation for protection of design professionals was incorrect. We think the correct citation is 29-6-10(2). Please confirm.

**AIA Performance Bond (attached)** - I feel this complies with the RFP/Addendum 7 as well as the intent and spirit of the RFP/RFP Response):

16.2 Performance of the Construction Contract includes performance of the responsibilities of the design professionals participating in the Design-Build Construction Contract. The Surety shall not be liable to the Owner or others for obligations of the Contractor and its participating design professionals that are unrelated to the Design-Build Construction Contract. This Bond does not provide coverage for liabilities of the Contractor and its participating design professionals for tortious acts and does not serve as a substitute or supplement for any liability insurance or other insurance, including professional liability insurance, required by the Design-Build Construction Contract.

Once clarified and mutually agreed, we look forward to issuing the required P&P Bonds for these wonderful projects in Horry County!

We are proud to be part of this historic construction project(s).

You can reach me anytime at 919-215-9779.

If we do not speak, have a wonderful Thanksgiving.

Sincerely,

**Kenneth (Ken) Peebles**  
Sr. Vice President  
Managing Director | Mid-Atlantic Construction Practice Group  
BB&T Insurance Services, Inc.  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
T: 919-281-4510  
C: 919-215-9779  
[kpeeples@bbandt.com](mailto:kpeeples@bbandt.com)



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## Sheri L. Wainscott

---

**From:** Robbie Ferris <RFerris@sfla.biz>  
**Sent:** Tuesday, December 01, 2015 8:51 PM  
**To:** Clark, Brad  
**Cc:** Keith R. Powell  
**Subject:** RE: HCS | Exhibit B - Builder's Risk Coverage

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Keith , do you want to set this up or shall I. I am meeting with staff tomorrow and I can ask them if you like.

**From:** Clark, Brad [mailto:Brad.Clark@BBandT.com]  
**Sent:** Tuesday, December 01, 2015 4:34 PM  
**To:** Robbie Ferris  
**Cc:** Keith R. Powell  
**Subject:** Re: HCS | Exhibit B - Builder's Risk Coverage

I am available any time on the 8th to meet.

Brad Clark  
919.281.4545 direct  
678.612.7403 mobile

On Dec 1, 2015, at 2:25 PM, Robbie Ferris <RFerris@sfla.biz> wrote:

I will be at HCS on the 2<sup>nd</sup> , 4<sup>th</sup> and 8<sup>th</sup> ...can we meet with them on one of these days

**From:** Clark, Brad [mailto:Brad.Clark@BBandT.com]  
**Sent:** Monday, November 30, 2015 5:31 PM  
**To:** Keith R. Powell  
**Cc:** Robbie Ferris  
**Subject:** RE: HCS | Exhibit B - Builder's Risk Coverage

Keith,

I hope you had a great Thanksgiving holiday.

Do you have an update on the Builder's Risk coverage through the IRF? I have obtained formal terms from three insurers and I would be glad to meet with you and/or HCS staff to review the coverage offered by the IRF and compare to the coverage obtained in the voluntary marketplace to determine the most cost effective route while obtaining appropriate protection for the project and all parties.

Sincerely,

Brad Clark, CIC  
Vice President

BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** November 24, 2015 5:12 PM  
**To:** Clark, Brad  
**Cc:** Robbie Ferris  
**Subject:** Re: HCS | Exhibit B - Builder's Risk Coverage

That's probably best

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
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On Nov 24, 2015, at 5:05 PM, Clark, Brad <[Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)> wrote:

Robbie,

I'm available Tuesday and Friday next week to meet with HCS staff to review insurance options.

Thanks,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Robbie Ferris [<mailto:RFerris@sfla.biz>]  
**Sent:** November 24, 2015 4:49 PM  
**To:** Clark, Brad  
**Cc:** Keith R. Powell  
**Subject:** Re: HCS | Exhibit B - Builder's Risk Coverage

Brad

Would it make sense for you to meet with Hcs staff About insurance options next week Say wednesday

Sent from my iPhone

On Nov 24, 2015, at 2:03 PM, Clark, Brad <[Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)> wrote:

Keith,

I have received two quotes for Builder's Risk coverage from Zurich and AmRisc, and I should receive a third quote today from ACE. I will provide you with a spreadsheet comparing the three options and allow for HCS to compare the coverage to the coverage available through the IRF. I can also provide sample coverage forms.

A large factor in determining the cost of the Builder's Risk insurance is the # of months that coverage will be needed. **Do you know if HCS will want Builder's Risk coverage in force immediately or would like to wait until vertical construction/subsurface work to accommodate vertical construction begins?**

After review of the IRF coverage form, causes of loss form, and the flood and earthquake endorsements, I still have the same concerns as outlined in our original correspondence for protection of the Design-Builder.

- Damage to the project by a subcontractor would be covered by the IRF's Builder's Risk policy; however, the Builder's Risk insurer may look to 3<sup>rd</sup> party coverage to pay the claim which could lead to a delay on the project. We recommend providing the Design-Builder and subcontractors with a waiver of subrogation on the Builder's Risk policy as all covered claims will be First Party claims and should be settled much more swiftly.
- Materials at temporary storage facilities are not covered on the IRF policy.
- Materials must be within 100 feet of the described premises to be covered.
- Since the Design-Builder and subcontractors of all tier will not be Named Insured's on the IRF's policy, the word "you" and "your" as used in the policy only refer to HCS as a Named Insured.
  - Covered Property is defined in 1.b.(2) as "your building material and supplies used for construction". If HCS has not paid Firstfloor/their subcontractors for materials located at the site, it can be argued that those materials are considered Property of Others.
  - There is coverage limitation of \$2,500 of Property of Others

- Delay is not covered on the IRF policy. If a covered cause of loss on the Builder's Risk policy damages one or more schools, would HCS want insurance proceeds to pay for the extra expense to accommodate those students that were to occupy these schools?
- The endorsements that you provided indicate that coverage will extend for Flood and Quake.
- **Can you please confirm that the deductibles for Wind, Flood, and Quake will be \$1,000 as outlined in the coverage overview?**

Thank you,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** November 18, 2015 2:20 PM  
**To:** Clark, Brad; Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz))  
**Subject:** RE: HCS | Exhibit B

I'm talking to them about a lot of last minute edits this afternoon and will include the builder-provided BR policy as a topic on the list. The terms provide for FFEP to place coverages after execution so we have a few days, although of course next week is truncated for business purposes.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
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**From:** Clark, Brad [<mailto:Brad.Clark@BBandT.com>]  
**Sent:** Wednesday, November 18, 2015 2:17 PM  
**To:** Keith R. Powell; Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz))  
**Subject:** RE: HCS | Exhibit B

Thank you Keith.

I will review the coverage and inform Robbie / Firstfloor Energy Positive LLC ("FFEP") of any concerns.

If you would like, I will pursue a Builder's Risk coverage option in the voluntary marketplace that will list HCS, FFEP, and subcontractors as named insureds. HCS can compare this to the premium and coverage available through the IRF.

Do you know what wind/named storm deductible the IRF uses?

Thanks,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** November 18, 2015 12:56 PM  
**To:** Clark, Brad; Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz))  
**Subject:** FW: HCS | Exhibit B  
**Importance:** High

Attached info for your use.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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**From:** Ara Heinz [<mailto:AHeinz@horrycountyschools.net>]  
**Sent:** Wednesday, November 18, 2015 12:40 PM  
**To:** Keith R. Powell  
**Subject:** RE: HCS | Exhibit B

Mr. Powell,

Sorry for the delay. In a mtg this morning and dr's appt right after. Let me know if you need anything else.

Regards,  
*Ara*

Ara Heinz | Procurement Services | ☎ P: 843/488-6930  
Horry County Schools | 335 Four Mile Rd. | Conway, SC 29526

Website: [Procurement.horrycountyschools.net](http://Procurement.horrycountyschools.net)  
<image001.png>

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** Tuesday, November 17, 2015 6:39 PM  
**To:** Ara Heinz  
**Subject:** Fwd: HCS | Exhibit B

Ara - can you get your irf policy to me? I know you sent two excerpts in the summer but the insurance agent for ffep needs to see it all. Thanks.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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Begin forwarded message:

**From:** "Clark, Brad" <[Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)>  
**Date:** November 17, 2015 at 5:30:59 PM EST  
**To:** "Keith R. Powell" <[kpowell@childs-halligan.net](mailto:kpowell@childs-halligan.net)>, Robbie Ferris <[RFerris@sfla.biz](mailto:RFerris@sfla.biz)>  
**Subject:** RE: HCS | Exhibit B

Keith,

Can you please send me the Causes of Loss Form referenced in the Builders Risk Coverage Form and all applicable endorsements/exclusions? I would like to review the excluded perils as the policy wording in the attachments you send provides very limited coverage for the exposure.

Thank you,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell



[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** November 17, 2015 1:22 PM  
**To:** Robbie Ferris  
**Cc:** Clark, Brad  
**Subject:** RE: HCS | Exhibit B

Here are the forms. The BR policy talks about "your" property, but the IRF won't let HCS name a nongovernment entity as an insured or loss payee.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
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**From:** Robbie Ferris [<mailto:RFerris@sfla.biz>]  
**Sent:** Tuesday, November 17, 2015 12:22 PM  
**To:** Keith R. Powell  
**Cc:** Clark, Brad ([Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com))  
**Subject:** FW: HCS | Exhibit B

Keith,  
Apparently our insurance company sent me an email about this a few days ago that I never sent you. Sorry!!  
Feel free to call Brad directly to discuss his concerns.  
Robbie

Robbie/Mike,

After reviewing this updated draft, I still see the same potential problem areas as previously outlined. There are some significant gaps in the protection of First Floor and subcontractors with the language used for Builder's Risk coverage, specifically:

- Design-Builder and subcontractors of all tiers should have insured status on the Builder's Risk policy in order to ensure your interests are protected.

- HCS should agree to waive subrogation against First Floor and subcontractors of all tiers for losses covered by the Builder's Risk policy. This waiver will prevent HCS' insurer from seeking subrogation against First Floor's or a subcontractor's GL coverage if a contractor caused damage to the project.
- The contract states that HCS has the responsibility to pay losses not covered by deductibles, but the contract does not state anything regarding excluded perils, inadequate limits, or property not covered. These can all be significant exposures.
- Other areas as outlined in the attached "Builder's Risk Considerations".

Additional Insured status is still referenced for Pollution Liability coverage even though that coverage is not required by HCS. I recommend striking this language since First Floor is not required to carry Pollution Liability by HCS. As discussed previously, BB&T still recommends that you purchase Pollution Liability coverage to protect First Floor.

Thanks,

Brad Clark, CIC  
 Vice President  
 BB&T Insurance Services  
 4309 Emperor Blvd., Suite 300  
 Durham, NC 27703  
 919.281.4545 Direct  
 678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
 mailcode: 120-80-01-15

**From:** Peeples, Kenneth  
**Sent:** November 17, 2015 10:30 AM  
**To:** Blanchard, Kathy; Clark, Brad  
**Subject:** Fwd: Hcs

Ken Peebles  
 919-281-4510 office  
 919-215-9779 cell  
 Via iPhone

Begin forwarded message:

**From:** Robbie Ferris  
<[RFerris@sfla.biz](mailto:RFerris@sfla.biz)>  
**Date:** November 17, 2015 at 9:55:52 AM EST  
**To:** Nancy Zablud  
<[NZablud@sfla.biz](mailto:NZablud@sfla.biz)>, Mike Wawrzyniak  
<[mwawrzyniak@sfla.biz](mailto:mwawrzyniak@sfla.biz)>, "Kenneth J. Peeples"  
<[kpeeples@bbandt.com](mailto:kpeeples@bbandt.com)>, Aaron Thomas <[athomas@metconus.com](mailto:athomas@metconus.com)>, Mike Richter  
<[mrichter@taloving.com](mailto:mrichter@taloving.com)>  
**Subject:** Fwd: Hcs

Guys,  
See attached exhibit B in the email from Keith Powell.  
Robbie

Sent from my iPhone

Begin forwarded message:

**From:** "Keith R. Powell"  
<[kpowell@childs-halligan.net](mailto:kpowell@childs-halligan.net)>  
**Date:** November 17, 2015 at 9:47:32 AM EST  
**To:** "Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz))"  
<[RFerris@sfla.biz](mailto:RFerris@sfla.biz)>, Mark Wolfe  
<[MWolfe002@horrycountyschools.net](mailto:MWolfe002@horrycountyschools.net)>, "Ara Heinz ([AHeinz@horrycountyschools.net](mailto:AHeinz@horrycountyschools.net))"  
<[AHeinz@horrycountyschools.net](mailto:AHeinz@horrycountyschools.net)>, John Gardner  
<[JGardner@horrycountyschools.net](mailto:JGardner@horrycountyschools.net)>, Kenneth Generette  
<[KGenerette@horrycountyschools.net](mailto:KGenerette@horrycountyschools.net)>, "rmaxey@horrycountyschools.net"  
<[rmaxey@horrycountyschools.net](mailto:rmaxey@horrycountyschools.net)>

[yschools.net](mailto:yschools.net)>  
Cc: "William F.  
Halligan"  
<[bhalligan@childs-halligan.net](mailto:bhalligan@childs-halligan.net)>  
Subject: RE: Hcs

Robbie & HCS folks:

Ex B updated draft  
attached for review &  
comment. Waiting on  
HCS comments on  
141 and Ex A.

Keith R. Powell  
Childs & Halligan,  
P.A.  
Columbia, South  
Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035  
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does not constitute  
permission to  
examine, copy or  
distribute the  
accompanying  
material. If you  
receive this message  
in error, please notify  
us by telephone as  
listed above  
immediately.

On Nov 17, 2015, at  
7:43 AM, Robbie  
Ferris  
<[RFerris@sfla.biz](mailto:RFerris@sfla.biz)>  
wrote:

Keith  
Can  
you  
send  
the  
latest  
version  
of the  
contract  
for  
review  
Robbie

Sent  
from  
my  
iPhone

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<Builders Risk Considerations.pdf>

**Sheri L. Wainscott**

---

**From:** Robbie Ferris <RFerris@sfla.biz>  
**Sent:** Wednesday, December 02, 2015 2:59 PM  
**To:** Clark, Brad  
**Cc:** Keith R. Powell  
**Subject:** Re: HCS | Exhibit B - Builder's Risk Coverage

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Keith, Mark Wolfe said that we needed to meet with John Gardner on the eighth. Has he mentioned that meeting to you, if not you may want to call him about the meeting.

Sent from my iPhone

On Dec 2, 2015, at 2:37 PM, Clark, Brad <[Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)> wrote:

Keith,

I am available on 12/8. Please let me know a convenient meeting time.

Does HCS have a quote/proposal from the SC IRF that we can review and compare to the coverage offered in the voluntary marketplace?

Brad Clark  
919.281.4545 direct  
678.612.7403 mobile

On Dec 2, 2015, at 2:32 PM, Keith R. Powell <[kpowell@childs-halligan.net](mailto:kpowell@childs-halligan.net)> wrote:

How is 12/8?

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
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**Sent:** Monday, November 30, 2015 5:31 PM  
**To:** Keith R. Powell  
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Do you have an update on the Builder's Risk coverage through the IRF? I have obtained formal terms from three insurers and I would be glad to meet with you and/or HCS staff to review the coverage offered by the IRF and compare to the coverage obtained in the voluntary marketplace to determine the most cost effective route while obtaining appropriate protection for the project and all parties.

Sincerely,

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Vice President  
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That's probably best

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Robbie,

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Thanks,

Brad Clark, CIC  
Vice President  
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678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

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**To:** Clark, Brad  
**Cc:** Keith R. Powell  
**Subject:** Re: HCS | Exhibit B - Builder's Risk Coverage

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Sent from my iPhone

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After review of the IRF coverage form, causes of loss form, and the flood and earthquake endorsements, I still have the same concerns as outlined in our original correspondence for protection of the Design-Builder.

- Damage to the project by a subcontractor would be covered by the IRF's Builder's Risk policy; however, the Builder's Risk insurer may



look to 3<sup>rd</sup> party coverage to pay the claim which could lead to a delay on the project. We recommend providing the Design-Builder and subcontractors with a waiver of subrogation on the Builder's Risk policy as all covered claims will be First Party claims and should be settled much more swiftly.

- Materials at temporary storage facilities are not covered on the IRF policy.
- Materials must be within 100 feet of the described premises to be covered.
- Since the Design-Builder and subcontractors of all tier will not be Named Insured's on the IRF's policy, the word "you" and "your" as used in the policy only refer to HCS as a Named Insured.
  - Covered Property is defined in 1.b.(2) as "your building material and supplies used for construction". If HCS has not paid Firstfloor/their subcontractors for materials located at the site, it can be argued that those materials are considered Property of Others.
  - There is coverage limitation of \$2,500 of Property of Others
- Delay is not covered on the IRF policy. If a covered cause of loss on the Builder's Risk policy damages one or more schools, would HCS want insurance proceeds to pay for the extra expense to accommodate those students that were to occupy these schools?
- The endorsements that you provided indicate that coverage will extend for Flood and Quake.
- **Can you please confirm that the deductibles for Wind, Flood, and Quake will be \$1,000 as outlined in the coverage overview?**

Thank you,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]

**Sent:** November 18, 2015 2:20 PM

**To:** Clark, Brad; Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz))  
**Subject:** RE: HCS | Exhibit B

I'm talking to them about a lot of last minute edits this afternoon and will include the builder-provided BR policy as a topic on the list. The terms provide for FFEP to place coverages after execution so we have a few days, although of course next week is truncated for business purposes.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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**From:** Clark, Brad [<mailto:Brad.Clark@BBandT.com>]  
**Sent:** Wednesday, November 18, 2015 2:17 PM  
**To:** Keith R. Powell; Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz))  
**Subject:** RE: HCS | Exhibit B

Thank you Keith.

I will review the coverage and inform Robbie / Firstfloor Energy Positive LLC ("FFEP") of any concerns.

If you would like, I will pursue a Builder's Risk coverage option in the voluntary marketplace that will list HCS, FFEP, and subcontractors as named insureds. HCS can compare this to the premium and coverage available through the IRF.

Do you know what wind/named storm deductible the IRF uses?

Thanks,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** November 18, 2015 12:56 PM  
**To:** Clark, Brad; Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz))  
**Subject:** FW: HCS | Exhibit B  
**Importance:** High

Attached info for your use.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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**From:** Ara Heinz  
[<mailto:AHeinz@horrycountyschools.net>]  
**Sent:** Wednesday, November 18, 2015 12:40 PM  
**To:** Keith R. Powell  
**Subject:** RE: HCS | Exhibit B

Mr. Powell,

Sorry for the delay. In a mtg this morning and dr's appt right after. Let me know if you need anything else.

Regards,  
*Ara*

Ara Heinz | Procurement Services | ☎P: 843/488-6930  
Horry County Schools | 335 Four Mile Rd. | Conway, SC 29526  
Website: [Procurement.horrycountyschools.net](http://Procurement.horrycountyschools.net)  
<image001.png>

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** Tuesday, November 17, 2015 6:39 PM  
**To:** Ara Heinz  
**Subject:** Fwd: HCS | Exhibit B

Ara - can you get your irf policy to me? I know you sent two excerpts in the summer but the insurance agent for ffep needs to see it all. Thanks.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)

(803) 254-4035

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Begin forwarded message:

**From:** "Clark, Brad"  
<[Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)>  
**Date:** November 17, 2015 at 5:30:59 PM EST  
**To:** "Keith R. Powell"  
<[kpowell@childs-halligan.net](mailto:kpowell@childs-halligan.net)>,  
Robbie Ferris <[RFerris@sfla.biz](mailto:RFerris@sfla.biz)>  
**Subject:** RE: HCS | Exhibit B

Keith,

Can you please send me the Causes of Loss Form referenced in the Builders Risk Coverage Form and all applicable endorsements/exclusions? I would like to review the excluded perils as the policy wording in the attachments you send provides very limited coverage for the exposure.

Thank you,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Keith R. Powell  
[<mailto:kpowell@childs-halligan.net>]  
**Sent:** November 17, 2015 1:22 PM  
**To:** Robbie Ferris  
**Cc:** Clark, Brad  
**Subject:** RE: HCS | Exhibit B

Here are the forms. The BR policy talks about "your" property, but the IRF won't let HCS name a nongovernment entity as an insured or loss payee.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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**From:** Robbie Ferris  
[mailto:[RFerris@sfla.biz](mailto:RFerris@sfla.biz)]  
**Sent:** Tuesday, November 17, 2015  
12:22 PM  
**To:** Keith R. Powell  
**Cc:** Clark, Brad  
([Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com))  
**Subject:** FW: HCS | Exhibit B

Keith,  
**Apparently our insurance company sent me an email about this a few days ago that I never sent you. Sorry!!**  
**Feel free to call Brad directly to discuss his concerns.**  
**Robbie**

Robbie/Mike,

After reviewing this updated draft, I still see the same potential problem areas as previously outlined. There are some significant gaps in the protection of First Floor and subcontractors with the language used for Builder's Risk coverage, specifically:

- Design-Builder and subcontractors of all tiers should have insured status on the Builder's Risk policy in order to ensure your interests are protected.

- HCS should agree to waive subrogation against First Floor and subcontractors of all tiers for losses covered by the Builder's Risk policy. This waiver will prevent HCS' insurer from seeking subrogation against First Floor's or a subcontractor's GL coverage if a contractor caused damage to the project.
- The contract states that HCS has the responsibility to pay losses not covered by deductibles, but the contract does not state anything regarding excluded perils, inadequate limits, or property not covered. These can all be significant exposures.
- Other areas as outlined in the attached "Builder's Risk Considerations".

Additional Insured status is still referenced for Pollution Liability coverage even though that coverage is not required by HCS. I recommend striking this language since First Floor is not required to carry Pollution Liability by HCS. As discussed previously, BB&T still recommends that you purchase Pollution Liability coverage to protect First Floor.

Thanks,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Peeples, Kenneth  
**Sent:** November 17, 2015 10:30 AM  
**To:** Blanchard, Kathy; Clark, Brad  
**Subject:** Fwd: Hcs

Ken Peeples  
919-281-4510 office  
919-215-9779 cell  
Via iPhone

Begin forwarded message:

**From:** Robbie Ferris  
<[RFerris@sfla.biz](mailto:RFerris@sfla.biz)>  
**Date:** November 17,  
2015 at 9:55:52 AM  
EST  
**To:** Nancy Zabrud  
<[NZabrud@sfla.biz](mailto:NZabrud@sfla.biz)>,  
Mike Wawrzyniak  
<[mwawrzyniak@sfla.biz](mailto:mwawrzyniak@sfla.biz)>, "Kenneth J.  
Peeples"  
<[kpeeples@bbandt.com](mailto:kpeeples@bbandt.com)>,  
Aaron Thomas  
<[athomas@metconus.com](mailto:athomas@metconus.com)>,  
Mike Richter  
<[mrichter@taloving.com](mailto:mrichter@taloving.com)>  
**Subject:** Fwd: Hcs

Guys,  
See attached exhibit B  
in the email from  
Keith Powell.  
Robbie

Sent from my iPhone

Begin forwarded  
message:

**From:**  
"Keith  
R.  
Powell  
"  
<[kpowell@chills-halligan.net](mailto:kpowell@chills-halligan.net)>  
**Date:**

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2015 at  
9:47:3  
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**To:**

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s@sfla  
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Robbie  
Ferris  
<[RFerris@sfla.biz](mailto:RFerris@sfla.biz)>  
wrote:

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and notify the sender immediately of  
the inadvertent transmission.*

<Builders Risk Considerations.pdf>

## Sheri L. Wainscott

---

**From:** Keith R. Powell  
**Sent:** Tuesday, December 01, 2015 8:54 PM  
**To:** Robbie Ferris  
**Cc:** Clark, Brad  
**Subject:** Re: HCS | Exhibit B - Builder's Risk Coverage

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Go ahead. I sent a request and have not been answered.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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On Dec 1, 2015, at 8:51 PM, Robbie Ferris <[RFerris@sfla.biz](mailto:RFerris@sfla.biz)> wrote:

Keith , do you want to set this up or shall I. I am meeting with staff tomorrow and I can ask them if you like.

**From:** Clark, Brad [<mailto:Brad.Clark@BBandT.com>]  
**Sent:** Tuesday, December 01, 2015 4:34 PM  
**To:** Robbie Ferris  
**Cc:** Keith R. Powell  
**Subject:** Re: HCS | Exhibit B - Builder's Risk Coverage

I am available any time on the 8th to meet.

Brad Clark  
919.281.4545 direct  
678.612.7403 mobile

On Dec 1, 2015, at 2:25 PM, Robbie Ferris <[RFerris@sfla.biz](mailto:RFerris@sfla.biz)> wrote:

I will be at HCS on the 2<sup>nd</sup>, 4<sup>th</sup> and 8<sup>th</sup> ...can we meet with them on one of these days

**From:** Clark, Brad [<mailto:Brad.Clark@BBandT.com>]  
**Sent:** Monday, November 30, 2015 5:31 PM  
**To:** Keith R. Powell  
**Cc:** Robbie Ferris  
**Subject:** RE: HCS | Exhibit B - Builder's Risk Coverage

Keith,

I hope you had a great Thanksgiving holiday.

Do you have an update on the Builder's Risk coverage through the IRF? I have obtained formal terms from three insurers and I would be glad to meet with you and/or HCS staff to review the coverage offered by the IRF and compare to the coverage obtained in the voluntary marketplace to determine the most cost effective route while obtaining appropriate protection for the project and all parties.

Sincerely,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** November 24, 2015 5:12 PM  
**To:** Clark, Brad  
**Cc:** Robbie Ferris  
**Subject:** Re: HCS | Exhibit B - Builder's Risk Coverage

That's probably best

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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On Nov 24, 2015, at 5:05 PM, Clark, Brad <[Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)> wrote:

Robbie,



I'm available Tuesday and Friday next week to meet with HCS staff to review insurance options.

Thanks,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Robbie Ferris [<mailto:RFerris@sfla.biz>]  
**Sent:** November 24, 2015 4:49 PM  
**To:** Clark, Brad  
**Cc:** Keith R. Powell  
**Subject:** Re: HCS | Exhibit B - Builder's Risk Coverage

Brad  
Would it make sense for you to meet with Hcs staff About insurance options next week Say wednsday

Sent from my iPhone

On Nov 24, 2015, at 2:03 PM, Clark, Brad  
<[Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)> wrote:

Keith,

I have received two quotes for Builder's Risk coverage from Zurich and AmRisc, and I should receive a third quote today from ACE. I will provide you with a spreadsheet comparing the three options and allow for HCS to compare the coverage to the coverage available through the IRF. I can also provide sample coverage forms.

A large factor in determining the cost of the Builder's Risk insurance is the # of months that coverage will be needed. **Do you know if HCS will want Builder's Risk coverage in force immediately or would like to wait until vertical construction/subsurface work to accommodate vertical construction begins?**

After review of the IRF coverage form, causes of loss form, and the flood and earthquake endorsements, I

still have the same concerns as outlined in our original correspondence for protection of the Design-Builder.

- Damage to the project by a subcontractor would be covered by the IRF's Builder's Risk policy; however, the Builder's Risk insurer may look to 3<sup>rd</sup> party coverage to pay the claim which could lead to a delay on the project. We recommend providing the Design-Builder and subcontractors with a waiver of subrogation on the Builder's Risk policy as all covered claims will be First Party claims and should be settled much more swiftly.
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Thank you,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
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Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell

[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** November 18, 2015 2:20 PM  
**To:** Clark, Brad; Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz))  
**Subject:** RE: HCS | Exhibit B

I'm talking to them about a lot of last minute edits this afternoon and will include the builder-provided BR policy as a topic on the list. The terms provide for FFEP to place coverages after execution so we have a few days, although of course next week is truncated for business purposes.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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**From:** Clark, Brad [<mailto:Brad.Clark@BBandT.com>]  
**Sent:** Wednesday, November 18, 2015 2:17 PM  
**To:** Keith R. Powell; Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz))  
**Subject:** RE: HCS | Exhibit B

Thank you Keith.

I will review the coverage and inform Robbie / Firstfloor Energy Positive LLC ("FFEP") of any concerns.

If you would like, I will pursue a Builder's Risk coverage option in the voluntary marketplace that will list HCS, FFEP, and subcontractors as named insureds. HCS can compare this to the premium and coverage available through the IRF.

Do you know what wind/named storm deductible the IRF uses?

Thanks,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703

919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** November 18, 2015 12:56 PM  
**To:** Clark, Brad; Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz))  
**Subject:** FW: HCS | Exhibit B  
**Importance:** High

Attached info for your use.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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**From:** Ara Heinz  
[<mailto:AHeinz@horrycountyschools.net>]  
**Sent:** Wednesday, November 18, 2015 12:40 PM  
**To:** Keith R. Powell  
**Subject:** RE: HCS | Exhibit B

Mr. Powell,

Sorry for the delay. In a mtg this morning and dr's appt right after. Let me know if you need anything else.

Regards,  
*Ara*

Ara Heinz | Procurement Services | ☎P: 843/488-6930  
Horry County Schools | 335 Four Mile Rd. | Conway, SC 29526  
Website: [Procurement.horrycountyschools.net](http://Procurement.horrycountyschools.net)  
<image001.png>

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** Tuesday, November 17, 2015 6:39 PM  
**To:** Ara Heinz  
**Subject:** Fwd: HCS | Exhibit B

Ara - can you get your irf policy to me? I know you sent two excerpts in the summer but the insurance agent for ffep needs to see it all. Thanks.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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Begin forwarded message:

**From:** "Clark, Brad"  
<[Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)>  
**Date:** November 17, 2015 at 5:30:59 PM EST  
**To:** "Keith R. Powell"  
<[kpowell@childs-halligan.net](mailto:kpowell@childs-halligan.net)>, Robbie Ferris <[RFerris@sfla.biz](mailto:RFerris@sfla.biz)>  
**Subject:** RE: HCS | Exhibit B

Keith,

Can you please send me the Causes of Loss Form referenced in the Builders Risk Coverage Form and all applicable endorsements/exclusions? I would like to review the excluded perils as the policy wording in the attachments you send provides very limited coverage for the exposure.

Thank you,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Keith R. Powell  
[<mailto:kpowell@childs-halligan.net>]

**Sent:** November 17, 2015 1:22 PM  
**To:** Robbie Ferris  
**Cc:** Clark, Brad  
**Subject:** RE: HCS | Exhibit B

Here are the forms. The BR policy talks about "your" property, but the IRF won't let HCS name a nongovernment entity as an insured or loss payee.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
www.childs-halligan.com  
(803) 254-4035

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**From:** Robbie Ferris  
[mailto:RFerris@sfla.biz]  
**Sent:** Tuesday, November 17, 2015  
12:22 PM  
**To:** Keith R. Powell  
**Cc:** Clark, Brad  
(Brad.Clark@BBandT.com)  
**Subject:** FW: HCS | Exhibit B

Keith,  
**Apparently our insurance company sent me an email about this a few days ago that I never sent you. Sorry!!**  
**Feel free to call Brad directly to discuss his concerns.**  
**Robbie**

Robbie/Mike,

After reviewing this updated draft, I still see the same potential problem areas as previously outlined. There are some significant gaps in the protection of First Floor and subcontractors with the language used for Builder's Risk coverage, specifically:

- Design-Builder and subcontractors of all tiers

should have insured status on the Builder's Risk policy in order to ensure your interests are protected.

- HCS should agree to waive subrogation against First Floor and subcontractors of all tiers for losses covered by the Builder's Risk policy. This waiver will prevent HCS' insurer from seeking subrogation against First Floor's or a subcontractor's GL coverage if a contractor caused damage to the project.
- The contract states that HCS has the responsibility to pay losses not covered by deductibles, but the contract does not state anything regarding excluded perils, inadequate limits, or property not covered. These can all be significant exposures.
- Other areas as outlined in the attached "Builder's Risk Considerations".

Additional Insured status is still referenced for Pollution Liability coverage even though that coverage is not required by HCS. I recommend striking this language since First Floor is not required to carry Pollution Liability by HCS. As discussed previously, BB&T still recommends that you purchase Pollution Liability coverage to protect First Floor.

Thanks,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Peeples, Kenneth  
**Sent:** November 17, 2015 10:30 AM  
**To:** Blanchard, Kathy; Clark, Brad  
**Subject:** Fwd: Hcs

Ken Peeples  
919-281-4510 office  
919-215-9779 cell  
Via iPhone

Begin forwarded message:

**From:** Robbie Ferris  
<[RFerris@sfla.biz](mailto:RFerris@sfla.biz)>  
**Date:** November 17,  
2015 at 9:55:52 AM  
EST  
**To:** Nancy Zablud  
<[NZablud@sfla.biz](mailto:NZablud@sfla.biz)>, Mike Wawrzyniak  
<[mwawrzyniak@sfla.biz](mailto:mwawrzyniak@sfla.biz)>, "Kenneth J. Peeples"  
<[kpeeples@bbandt.com](mailto:kpeeples@bbandt.com)>, Aaron Thomas  
<[athomas@metconus.com](mailto:athomas@metconus.com)>, Mike Richter  
<[mrichter@taloving.com](mailto:mrichter@taloving.com)>  
**Subject:** Fwd: Hcs

Guys,  
See attached exhibit B  
in the email from  
Keith Powell.  
Robbie

Sent from my iPhone

Begin forwarded  
message:

**From:**  
"Keith  
R.  
Powell  
"  
<[kpow](mailto:kpow)



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n.net>

**Date:**

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2015 at  
9:47:3  
2 AM  
EST

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Ferris  
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**Subjec  
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at 7:43  
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Robbie  
Ferris  
<[RFerris@sfl](mailto:RFerris@sfl)

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<Builders Risk Considerations.pdf>

## Sheri L. Wainscott

---

**From:** Keith R. Powell  
**Sent:** Wednesday, December 02, 2015 2:32 PM  
**To:** Brad.Clark@BBandT.com; Robbie Ferris (RFerris@sfla.biz)  
**Subject:** FW: HCS | Exhibit B - Builder's Risk Coverage

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

How is 12/8?

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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---

**From:** Clark, Brad [<mailto:Brad.Clark@BBandT.com>]  
**Sent:** Monday, November 30, 2015 5:31 PM  
**To:** Keith R. Powell  
**Cc:** Robbie Ferris  
**Subject:** RE: HCS | Exhibit B - Builder's Risk Coverage

Keith,

I hope you had a great Thanksgiving holiday.

Do you have an update on the Builder's Risk coverage through the IRF? I have obtained formal terms from three insurers and I would be glad to meet with you and/or HCS staff to review the coverage offered by the IRF and compare to the coverage obtained in the voluntary marketplace to determine the most cost effective route while obtaining appropriate protection for the project and all parties.

Sincerely,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15



**From:** Keith R. Powell [mailto:kpowell@childs-halligan.net]  
**Sent:** November 24, 2015 5:12 PM  
**To:** Clark, Brad  
**Cc:** Robbie Ferris  
**Subject:** Re: HCS | Exhibit B - Builder's Risk Coverage

That's probably best

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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On Nov 24, 2015, at 5:05 PM, Clark, Brad <[Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)> wrote:

Robbie,

I'm available Tuesday and Friday next week to meet with HCS staff to review insurance options.

Thanks,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Robbie Ferris [mailto:RFerris@sfla.biz]  
**Sent:** November 24, 2015 4:49 PM  
**To:** Clark, Brad  
**Cc:** Keith R. Powell  
**Subject:** Re: HCS | Exhibit B - Builder's Risk Coverage

Brad  
Would it make sense for you to meet with Hcs staff About insurance options next week Say wednsday

Sent from my iPhone

On Nov 24, 2015, at 2:03 PM, Clark, Brad <[Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)> wrote:

Keith,

I have received two quotes for Builder's Risk coverage from Zurich and AmRisc, and I should receive a third quote today from ACE. I will provide you with a spreadsheet comparing the three options and allow for HCS to compare the coverage to the coverage available through the IRF. I can also provide sample coverage forms.

A large factor in determining the cost of the Builder's Risk insurance is the # of months that coverage will be needed. **Do you know if HCS will want Builder's Risk coverage in force immediately or would like to wait until vertical construction/subsurface work to accommodate vertical construction begins?**

After review of the IRF coverage form, causes of loss form, and the flood and earthquake endorsements, I still have the same concerns as outlined in our original correspondence for protection of the Design-Builder.

- Damage to the project by a subcontractor would be covered by the IRF's Builder's Risk policy; however, the Builder's Risk insurer may look to 3<sup>rd</sup> party coverage to pay the claim which could lead to a delay on the project. We recommend providing the Design-Builder and subcontractors with a waiver of subrogation on the Builder's Risk policy as all covered claims will be First Party claims and should be settled much more swiftly.
- Materials at temporary storage facilities are not covered on the IRF policy.
- Materials must be within 100 feet of the described premises to be covered.
- Since the Design-Builder and subcontractors of all tier will not be Named Insured's on the IRF's policy, the word "you" and "your" as used in the policy only refer to HCS as a Named Insured.
  - Covered Property is defined in 1.b.(2) as "your building material and supplies used for construction". If HCS has not paid Firstfloor/their subcontractors for materials located at the site, it can be argued that those materials are considered Property of Others.
  - There is coverage limitation of \$2,500 of Property of Others
- Delay is not covered on the IRF policy. If a covered cause of loss on the Builder's Risk policy damages one or more schools, would HCS want insurance proceeds to pay for the extra expense to accommodate those students that were to occupy these schools?
- The endorsements that you provided indicate that coverage will extend for Flood and Quake.
- **Can you please confirm that the deductibles for Wind, Flood, and Quake will be \$1,000 as outlined in the coverage overview?**

Thank you,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)

mailcode: 120-80-01-15

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** November 18, 2015 2:20 PM  
**To:** Clark, Brad; Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz))  
**Subject:** RE: HCS | Exhibit B

I'm talking to them about a lot of last minute edits this afternoon and will include the builder-provided BR policy as a topic on the list. The terms provide for FFEP to place coverages after execution so we have a few days, although of course next week is truncated for business purposes.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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**From:** Clark, Brad [<mailto:Brad.Clark@BBandT.com>]  
**Sent:** Wednesday, November 18, 2015 2:17 PM  
**To:** Keith R. Powell; Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz))  
**Subject:** RE: HCS | Exhibit B

Thank you Keith.

I will review the coverage and inform Robbie / Firstfloor Energy Positive LLC ("FFEP") of any concerns.

If you would like, I will pursue a Builder's Risk coverage option in the voluntary marketplace that will list HCS, FFEP, and subcontractors as named insureds. HCS can compare this to the premium and coverage available through the IRF.

Do you know what wind/named storm deductible the IRF uses?

Thanks,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** November 18, 2015 12:56 PM  
**To:** Clark, Brad; Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz))

**Subject:** FW: HCS | Exhibit B  
**Importance:** High

Attached info for your use.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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**From:** Ara Heinz [<mailto:AHeinz@horrycountyschools.net>]  
**Sent:** Wednesday, November 18, 2015 12:40 PM  
**To:** Keith R. Powell  
**Subject:** RE: HCS | Exhibit B

Mr. Powell,

Sorry for the delay. In a mtg this morning and dr's appt right after. Let me know if you need anything else.

Regards,  
*Ara*

Ara Heinz | Procurement Services | ☎P: 843/488-6930  
Horry County Schools | 335 Four Mile Rd. | Conway, SC 29526  
Website: [Procurement.horrycountyschools.net](http://Procurement.horrycountyschools.net)  
<image001.png>

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** Tuesday, November 17, 2015 6:39 PM  
**To:** Ara Heinz  
**Subject:** Fwd: HCS | Exhibit B

Ara - can you get your irf policy to me? I know you sent two excerpts in the summer but the insurance agent for ffep needs to see it all. Thanks.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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Begin forwarded message:

**From:** "Clark, Brad" <[Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)>  
**Date:** November 17, 2015 at 5:30:59 PM EST  
**To:** "Keith R. Powell" <[kpowell@childs-halligan.net](mailto:kpowell@childs-halligan.net)>, Robbie Ferris <[RFerris@sfla.biz](mailto:RFerris@sfla.biz)>  
**Subject:** RE: HCS | Exhibit B

Keith,

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Thank you,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
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678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** November 17, 2015 1:22 PM  
**To:** Robbie Ferris  
**Cc:** Clark, Brad  
**Subject:** RE: HCS | Exhibit B

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Keith R. Powell  
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Columbia, South Carolina  
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**From:** Robbie Ferris [<mailto:RFerris@sfla.biz>]  
**Sent:** Tuesday, November 17, 2015 12:22 PM  
**To:** Keith R. Powell  
**Cc:** Clark, Brad ([Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com))  
**Subject:** FW: HCS | Exhibit B

**Keith,**  
**Apparently our insurance company sent me an email about this**  
**a few days ago that I never sent you. Sorry!!**  
**Feel free to call Brad directly to discuss his concerns.**  
**Robbie**

Robbie/Mike,

After reviewing this updated draft, I still see the same potential problem areas as previously outlined. There are some significant gaps in the protection of First Floor and subcontractors with the language used for Builder's Risk coverage, specifically:

- Design-Builder and subcontractors of all tiers should have insured status on the Builder's Risk policy in order to ensure your interests are protected.
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Thanks,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Peebles, Kenneth  
**Sent:** November 17, 2015 10:30 AM

**To:** Blanchard, Kathy; Clark, Brad  
**Subject:** Fwd: Hcs

Ken Peeples  
919-281-4510 office  
919-215-9779 cell  
Via iPhone

Begin forwarded message:

**From:** Robbie Ferris <RFerris@sfla.biz>  
**Date:** November 17, 2015 at 9:55:52 AM EST  
**To:** Nancy Zabrud <NZabrud@sfla.biz>, Mike Wawrzyniak <mwawrzyniak@sfla.biz>, "Kenneth J. Peeples" <kpeeples@bbandt.com>, Aaron Thomas <athomas@metconus.com>, Mike Richter <mrichter@taloving.com>  
**Subject:** Fwd: Hcs

Guys,  
See attached exhibit B in the email from Keith Powell.  
Robbie

Sent from my iPhone

Begin forwarded message:

**From:** "Keith R. Powell"  
<kpowell@childs-halligan.net>  
**Date:** November 17, 2015 at 9:47:32 AM EST  
**To:** "Robbie Ferris (RFerris@sfla.biz)" <RFerris@sfla.biz>, Mark Wolfe <MWolfe002@horrycountyschools.net>, "Ara Heinz (AHeinz@horrycountyschools.net)" <AHeinz@horrycountyschools.net>, John Gardner <JGardner@horrycountyschools.net>, Kenneth Generette <KGenerette@horrycountyschools.net>, "rmaxey@horrycountyschools.net" <rmaxey@horrycountyschools.net>  
**Cc:** "William F. Halligan" <bhalligan@childs-halligan.net>  
**Subject:** RE: Hcs

Robbie & HCS folks:

Ex B updated draft attached for review & comment. Waiting on HCS comments on 141 and Ex A.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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On Nov 17, 2015, at 7:43 AM,  
Robbie Ferris <[RFerris@sfla.biz](mailto:RFerris@sfla.biz)>  
wrote:

Keith

Can you send the  
latest version of the  
contract for review

Robbie

Sent from my iPhone

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<Builders Risk Considerations.pdf>



## Sheri L. Wainscott

---

**From:** Robbie Ferris <RFerris@sfla.biz>  
**Sent:** Thursday, December 03, 2015 3:50 PM  
**To:** Keith R. Powell; John Gardner; Mark Wolfe; Brad.Clark@BBandT.com  
**Cc:** Daryl Brown; Ara Heinz  
**Subject:** RE: HCS | Exhibit B - Builder's Risk Coverage

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Robbie

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**Sent:** Thursday, December 03, 2015 3:42 PM  
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## Sheri L. Wainscott

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## Sheri L. Wainscott

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**From:** Robbie Ferris <RFerris@sfla.biz>  
**Sent:** Thursday, December 03, 2015 4:08 PM  
**To:** Keith R. Powell  
**Subject:** horry

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

We had a great meeting with HCS yesterday...The staff was amazing and Mark is on it.



Robert W. Ferris, AIA, REFP, LEED AP  
CEO/President  
SfL+a Architects  
333 Fayetteville Street, Suite 225  
Raleigh, NC 27601  
Cell: 919.610.2251  
Fax: 919.573.6355  
[rferris@sfla.biz](mailto:rferris@sfla.biz)  
[www.sfla.biz](http://www.sfla.biz)

"I'd put my money on solar energy... I hope we don't have to wait till oil and coal run out before we tackle that." Thomas Edison, in conversation with Henry Ford and Harvey Firestone, March 1931.

## Sheri L. Wainscott

---

**From:** Keith R. Powell  
**Sent:** Wednesday, December 09, 2015 11:23 AM  
**To:** Darlyn Adams; Ara Heinz; Mark Wolfe  
**Cc:** Robbie Ferris; John Gardner; Brad.Clark@BBandT.com; Daryl Brown; greg.a.jones@wellsfargo.com  
**Subject:** RE: HCS | Exhibit B - Builder's Risk Coverage

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Sorry I was out of touch for an extra day after my procedure on Monday. From what I read catching up, the insurance issues with the IRF Builder's Risk do not merit a special meeting on that topic for Friday. We have a clause in Exhibit B that encourages the parties to make any adjustments to the insurance program that are agreeable, at any time.

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**From:** Darlyn Adams [mailto:DAdams@horrycountyschools.net]  
**Sent:** Monday, December 07, 2015 8:59 AM  
**To:** Ara Heinz; Mark Wolfe; Keith R. Powell  
**Cc:** Robbie Ferris; John Gardner; Brad.Clark@BBandT.com; Daryl Brown  
**Subject:** RE: HCS | Exhibit B - Builder's Risk Coverage

I plan to be at the meeting.

**From:** Ara Heinz  
**Sent:** Friday, December 04, 2015 11:56 AM  
**To:** Mark Wolfe <MWolfe002@horrycountyschools.net>; Keith R. Powell <kpowell@childs-halligan.net>  
**Cc:** Robbie Ferris <RFerris@sfla.biz>; John Gardner <JGardner@horrycountyschools.net>; Brad.Clark@BBandT.com; Daryl Brown <DBrown002@horrycountyschools.net>; Darlyn Adams <DAdams@horrycountyschools.net>  
**Subject:** RE: HCS | Exhibit B - Builder's Risk Coverage

I'll be out of the office on the 11<sup>th</sup>, but hopefully Darlyn can attend since she oversees our normal insurance policies through IRF.

Regards,  
*Ara*

Ara Heinz | Procurement Services | P: 843/488-6930  
Horry County Schools | 335 Four Mile Rd. | Conway, SC 29526  
Website: Procurement.horrycountyschools.net



**From:** Mark Wolfe  
**Sent:** Thursday, December 03, 2015 4:27 PM  
**To:** Keith R. Powell  
**Cc:** Robbie Ferris; John Gardner; [Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com); Daryl Brown; Ara Heinz; Darlyn Adams  
**Subject:** Re: HCS | Exhibit B - Builder's Risk Coverage

Yes. Insurance talks on December 11th not the 8th.

Mark A. Wolfe  
Executive Director of Facilities  
Horry County Schools  
843-488-6967  
Sent from my iPhone

On Dec 3, 2015, at 4:06 PM, Keith R. Powell <[kpowell@childs-halligan.net](mailto:kpowell@childs-halligan.net)> wrote:

That's what I think is happening.

Keith R. Powell  
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**From:** Robbie Ferris [<mailto:RFerris@sfla.biz>]  
**Sent:** Thursday, December 03, 2015 3:50 PM  
**To:** Keith R. Powell; John Gardner; Mark Wolfe; [Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)  
**Cc:** Daryl Brown; Ara Heinz  
**Subject:** RE: HCS | Exhibit B - Builder's Risk Coverage

The 11<sup>th</sup> works for me.

To clarify, are we saying we will NOT meet the morning of the 8<sup>th</sup> at 9:30 but instead we will meet on the 11<sup>th</sup>?

Robbie

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** Thursday, December 03, 2015 3:42 PM  
**To:** John Gardner; Mark Wolfe; Robbie Ferris; [Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)  
**Cc:** Daryl Brown; Ara Heinz  
**Subject:** RE: HCS | Exhibit B - Builder's Risk Coverage

The 11<sup>th</sup> works a whole lot better for me.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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**From:** Keith R. Powell  
**Sent:** Thursday, December 03, 2015 3:38 PM  
**To:** 'John Gardner'; Mark Wolfe; Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz)); '[Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)'  
**Cc:** Daryl Brown; Ara Heinz  
**Subject:** RE: HCS | Exhibit B - Builder's Risk Coverage

10<sup>th</sup> or 11<sup>th</sup> are good for me. Let me know and if things match up I'll create an invitation.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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**From:** John Gardner [<mailto:JGardner@horrycountyschools.net>]  
**Sent:** Thursday, December 03, 2015 3:34 PM  
**To:** Mark Wolfe; Keith R. Powell  
**Cc:** Daryl Brown; Ara Heinz

**Subject:** RE: HCS | Exhibit B - Builder's Risk Coverage  
**Importance:** High

Correction..... can we do the afternoon on the 10<sup>th</sup>  
or early on the 11<sup>th</sup>?

## Sheri L. Wainscott

---

**From:** Keith R. Powell  
**Sent:** Wednesday, December 23, 2015 1:24 PM  
**To:** Clark, Brad; Robbie Ferris (RFerris@sfla.biz); greg.a.jones@wellsfargo.com  
**Subject:** FW: HCS | Exhibit B  
**Attachments:** Architect Fees Limitations.pdf; Builder's Risk Policy Info.pdf; Causes of Loss - Earthquake.pdf; Causes of Loss.pdf; Endorsement Clauses - Certificates.pdf; Flood Insurance.pdf; SC Changes - Valuation.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Brad – Per your inquiry, this is what I have. I hope it contains what you are looking for. I imagine that Greg Jones has the best answers to any questions you have about the HCS's IRF policies.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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# STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

## ARCHITECT FEES LIMITATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL COVERAGE FORM  
BUILDERS RISK COVERAGE FORM

With respect to PD 05 01 01 Section C. Limitations, the following is added:

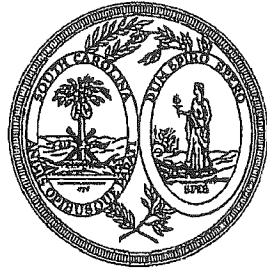
6. The payment of architect's fees to include plans and specifications, engineering studies and supervision of construction is limited to losses greater than \$100,000 in total project cost.

INSURANCE RESERVE FUND

By

A handwritten signature in cursive script, reading "Anne Macdon Smith", is written over a horizontal line.

Director



## **POLICYHOLDER'S MANUAL**

**ALL LINES**

**STATE FISCAL ACCOUNTABILITY AUTHORITY  
INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
1201 MAIN STREET - SUITE 500  
COLUMBIA, SOUTH CAROLINA 29201**

**PHONE NUMBER (MAIN)**

**803-737-0020**

**FAX NUMBERS**

**803-737 0393 - Underwriting**

**803-737-3757 - Medical Professional Liability**

**803-737-0042 - Claims**

**July 2015 (REV.)**

- i. "Business income" means net income that would have been earned or incurred or continuing normal operating expenses.
- ii. "Extra expense" means the additional expenses that are necessary to avoid or minimize the interruption of business.

b. **ADDITIONAL COVERAGES INCLUDE:**

"Civil authority" applies to the extra expense caused by a civil authority prohibiting access to the damaged property.

"Alterations and new buildings" applies to new structures or alterations and begins on the date that operations would have begun except for the occurrence of the loss.

"Extended business income" applies to additional loss of business income after property is actually repaired and operations are resumed, until the business can be restored, with reasonable speed, to the condition that would have existed had no loss occurred.

6. **BUILDER'S RISK (Form PD23 01-91)**

- a. **COVERAGE:** The Fund will pay for direct physical loss of or damage to covered property unless excluded or limited. Coverage is written on a replacement cost basis with a 100% coinsurance clause. A standard \$1,000 deductible applies to each occurrence.

- i. "Covered property" includes the structure under construction, foundations, and, if intended to become a permanent part of the structure, fixtures, machinery, equipment, building materials and supplies within 100 feet of the premises.
- ii. "Property not covered" includes land, lawns, trees, shrubs and plants, radio and television antennas, and signs not attached to buildings.

b. **ADDITIONAL COVERAGES INCLUDE:**

"Debris removal" applies to the expenses incurred in cleaning up covered property after a covered cause of loss, up to 25% of the direct physical loss.

"Preservation of property" applies to property moved from an insured location for protection from loss by a covered peril.

"Fire department service charge" applies to service charges accessed by a fire department, up to \$1,000.

"Pollutant clean up and removal" applies to expenses incurred to extract pollutants from land or water at a covered location, if the discharge is caused by or results from a covered cause of loss, up to \$10,000.



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Phone: (803) 737-0020

## BUILDERS RISK COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words, "you" and "your" refer to Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Insurance Reserve Fund.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION G - DEFINITIONS.

### A. COVERAGE

We will pay for direct physical loss or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

#### 1. Covered Property

Covered Property, as used in this Coverage Part, means the following type of property for which a Limit of Insurance is shown in the Declarations:

**Building Under Construction**, meaning the building or structure described in the Declarations while in the course of construction, including:

- a. Foundations;
- b. If intended to become a permanent part of the building or structure described in the Declarations, the following property located in or on the building or structure or within 100 feet of its premises:
  - (1) Fixtures, machinery and equipment used to service the building; and
  - (2) Your building materials and supplies used for construction;
- c. If not covered by other insurance, temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.

#### 2. Property Not Covered

Covered Property does not include:

- a. Land (including land on which the property is located) or water;
- b. The following property when outside of buildings:
  - (1) Lawns, trees, shrubs or plants;
  - (2) Radio or television antennas, including their lead-in wiring, masts or towers; or
  - (3) Signs (other than signs attached to buildings).

#### 3. Covered Causes of Loss

See applicable Causes of Loss Form as shown in the Declarations.

#### 4. Additional Coverages

##### a. Debris Removal

- (1) We will pay your expense to remove debris of Covered Property caused by or resulting from

a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (a) The date of direct physical loss or damage; or
  - (b) The end of the policy period.
- (2) The most we will pay under this Additional Coverage is 25% of:
- (a) The amount we pay for the direct physical loss of or damage to Covered Property; plus
  - (b) The deductible in this policy applicable to that loss or damage.

But this limitation does not apply to any additional debris removal limit provided in the Limits of Insurance section.

- (3) This Additional Coverage does not apply to costs to:
- (a) Extracts "pollutants" from land or water; or
  - (b) Remove, restore or replace polluted land or water.

##### b. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only of the loss or damage occurs within 10 days after the property is first moved.

##### c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this Additional Coverage.

**d. Pollutant Clean Up and Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the release, discharge or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (1) The date of direct physical loss or damage; or
- (2) The end of the policy period.

The most we will pay for each location under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

**5. Building Materials and Supplies of Others**

- a. You may extend the insurance provided by this Coverage Form to apply to building materials and supplies that are:
  - (1) Owned by others;
  - (2) In your care, custody or control;
  - (3) Located in or on the building described in the Declarations, or within 100 feet of its premises; and
  - (4) Intended to become a permanent part of the building.
- b. The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

This Extension is additional insurance.

**B. EXCLUSIONS**

See applicable Cause of Loss Form as shown in the Declarations

**C. LIMITS OF INSURANCE**

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.

The limits applicable to the Coverage Extension and the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Preservation of Property; or
2. Debris Removal; but if:
  - a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or

- b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;

we will pay up to an Additional \$5,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

**D. DEDUCTIBLE**

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

**E. LOSS CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

**1. Abandonment**

There can be no abandonment of any property to us.

**2. Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and the umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

**3. Duties in The Event of Loss or Damage**

You must see that the following are done in the event of loss or damage to Covered Property:

- a. Notify the police if a law may have been broken.
- b. Give us prompt notice of the loss or damage. Include a description of the property involved.
- c. As soon as possible, give us a description of how, when and where the loss or damage occurred.
- d. Take all reasonable steps to protect the Covered Property from further damage by a Covered Cause of Loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Insurance.

- e. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
  - f. Permit us to inspect the property and records proving the loss or damage.  
  
Also permit us to take samples of damaged property for inspection, testing and analysis.
  - g. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.
  - h. Send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - i. Cooperate with us in the investigation or settlement of the claim.
- 4. Loss Payment**
- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
    - (1) Pay the value of lost or damaged property;
    - (2) Pay the cost of repairing or replacing the lost or damaged property;
    - (3) Take all or any part of the property at an agreed or appraised value; or
    - (4) Repair, rebuild or replace the property with other property of like kind and quality.
  - b. We will give notice of our intentions within 30 days after we receive the sworn statement of loss.
  - c. We will not pay you more than your financial interest in the Covered Property.
  - d. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interests in the Covered Property.
  - e. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
  - f. We will pay for covered loss or damage within 30 days after we receive the sworn statement of loss, if:
    - (1) You have complied with all of the terms of this Coverage Part; and
    - (2) (a) We have reached agreement with you on the amount of loss; or  
(b) An appraisal award has been made.

## 5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

## 6. Valuation

We will determine the value of Covered Property at actual cash value as of the time of loss or damage.

## F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

### 1. Mortgage Holders

- a. The term "mortgage holder" includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may be appear.
- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
  - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
  - (2) Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so; and
  - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgage holder at least:

(1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

## 2. Need For Adequate Insurance

We will not pay a greater share of any loss than the proportion that the Limit of Insurance bears to the value on the date of completion of the building described in the Declarations.

Example No. 1 (Underinsurance):

When: The value of the building  
on the date of completion is \$200,000  
The Limit of Insurance for it is \$100,000  
The Deductible is \$250  
The amount of loss is \$80,000

Step 1:  $\$100,000 / \$200,000 = .50$

Step 2:  $\$80,000 \times .50 = \$40,000$

Step 3:  $\$40,000 - \$250 = \$39,750$

We will pay no more than \$39,750. The remaining \$40,250 is not covered.

Example No. 2 (Adequate Insurance):

When: The value of the building  
on the date of completion is \$200,000  
The Limit of Insurance for it is \$200,000  
The Deductible is \$250  
The amount of loss is \$80,000

Step 1:  $\$200,000 / \$200,000 = 1.00$

Step 2:  $\$80,000 \times 1.00 = \$80,000$

Step 3:  $\$80,000 - \$250 = \$79,750$

We will cover the \$79,750 loss in excess of the Deductible. No penalty applies.

## 3. Restriction of Additional Coverage - Collapse

If the Additional Coverage - Collapse is included in the Causes of Loss Form applicable to this coverage form, paragraph 6 of that Additional Coverage does not apply to this coverage form.

## 4. Waiver of Rights of Recovery Against Others

You may not waive your rights to recover damages from an architect, engineer or building trades contractor or subcontractor with respect to the described premises except as agreed to in writing by us. This provision supersedes any provisions to the contrary in the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Commercial Property Condition.

## 5. When Coverage Ceases

The insurance provided by this Coverage Form will end when one of the following first occurs:

- This policy expires or is cancelled;
- The property is accepted by the purchaser;
- Your interest in the property ceases;
- You abandon the construction with no intention to complete it;
- Unless we specify otherwise in writing:
  - 90 days after construction is complete; or
  - When any building described in the Declarations is:
    - Occupied in whole or in part; or
    - Put to its intended use.

## G. DEFINITIONS

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

INSURANCE RESERVE FUND

By



Director



# STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation and Non-Renewal

1. The first Named Insured shown in the Declaration may cancel this policy by mailing to the Insurance Reserve Fund a 90 day written advance notice stating when thereafter the cancellation shall be effective. A political subdivision may cancel all policies with the Insurance Reserve Fund by mailing to the Fund a 90 day written advance notice as provided in §15-78-140 of the South Carolina Code of Laws.
2. The Insurance Reserve Fund may cancel this policy for nonpayment of premium by mailing a notice of cancellation giving not less than 30 days notice of the cancellation as provided in §15-78-160 of the South Carolina Code of Laws.
3. If this policy is cancelled in accordance with (1) or (2) above, earned premium shall be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
4. For the purposes of this policy, the term non-renewal shall mean cancellation if the insured is ceasing all coverages with the Insurance Reserve Fund and conditions as provided in sections (1), (2) and (3) apply.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Name Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections and Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or

2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization, which makes insurance inspections, surveys, reports or recommendations.

### E. Premiums

The first named insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

INSURANCE RESERVE FUND

By

Director





## STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

### COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

#### A. CONCEALMENT, MISREPRESENTATION, OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

#### B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

#### C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

#### D. ILLEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

#### E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

#### F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

#### G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

#### H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.

#### I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them.

INSURANCE RESERVE FUND

By

Director



# STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

## CAUSES OF LOSS - EARTHQUAKE FORM

### COMMERCIAL PROPERTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### A. COVERED CAUSES OF LOSS

When Earthquake is shown in the Declarations, Covered Causes of Loss means the following:

1. Earthquake.
2. Volcanic eruption, meaning the eruption, explosion or effusion of a volcano.

All Earthquake shocks or Volcanic Eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168-hour period.

#### B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

##### a. Ordinance or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

##### b. Governmental Action

Seizure or destruction of property by order of governmental authority.

##### c. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

##### d. Power Failure

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

But if the loss or damage by a Covered Cause of Loss results, we will pay for that resulting or damage.

##### e. War and Military Action

- (1) War, including undeclared or civil war
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by government authority in hindering or defending against any of these.

2. We will not pay for loss or damage caused by or resulting from:

- a. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires.
- b. Fire, explosion (other than volcanic explosion), landslide, mine subsidence, tidal wave, flood, mudslide or mudflow, even if attributable to an Earthquake or Volcanic Eruption.
- c. Any Earthquake or Volcanic Eruption that begins before the inception of this insurance.

#### 3. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

- a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:

- (a) Damage or destruction of "finished stock"; or
- (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas, including their lead-in wiring, masts or towers.

- (3) Any increase of loss caused by or resulting from:

- (a) Delay in rebuilding, repairing or replacing the property or resuming operations, due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

- (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of restoration".

- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

- (5) Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1) Paragraph B.1.a. Ordinance or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
- (a) Your canceling the lease;
- (b) The suspension, lapse or cancellation of any license; or
- (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following Exclusions do not apply to insurance under this Coverage Form.
- (a) Paragraph B.1.a., Ordinance or Law;
- (b) Paragraph B.1.b., Governmental Action;
- (c) Paragraph B.1.c., Nuclear Hazard
- (d) Paragraph B.1.d., Power Failure; and
- (e) Paragraph B.1.e, War and Military Action.
- (2) Contractual Liability
- We will not defend any claim or "suit," or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement.
- (3) Nuclear Hazard

We will not defend any claim or "suit," or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

C. LIMITATION

We will not pay for loss of or damage to exterior masonry veneer (except stucco) on wood frame walls caused by or resulting from Earthquake or Volcanic Eruption. The value of such veneer will not be included in the value of Covered Property or the amount of loss when applying:

1. The Deductible applicable to this form; or
2. The Additional Condition, Coinsurance, applicable to this Coverage Part.

This limitation does not apply if:

- a. The premises description in the Declarations specifically states "Including Masonry Veneer"; or
- b. Less than 10% of the total outside wall area is faced with masonry veneer (excluding stucco).

D. DEDUCTIBLE

1. The following is applicable to all Coverage Forms except:
- (1) Business Income (And Extra Expense) Coverage Form;
- (2) Business Income (Without Extra Expense) Coverage Form;
- (3) Extra Expense Coverage Form.

The Deductible, if any, in this Coverage Part is replaced by the following with respect to Earthquake and Volcanic Eruption;

We will subtract a sum from the amount of loss or damage in any one occurrence.

- a. The sum we subtract from each separate item will be a percentage of its value. The applicable percentage is shown in the Declarations.
- b. This Deductible applies separately to the following:
- (1) Each building or structure;
- (2) The contents of each building or structure; and
- (3) Personal property in the open.

Example:

When: The value of the property is \$100,000

The Earthquake Deductible is 5%  
The amount of loss is \$20,000

Step (a):  $\$100,000 \times 5\% = \$5,000$

Step (b):  $\$20,000 - \$5,000 = \$15,000$

The most we will pay is \$15,000. The remaining \$5,000 is not covered because of the Deductible.

2. Applicable to the following Coverage Forms:

- (1) Business Income (And Extra Expense) Coverage Form;
- (2) Business Income (Without Extra Expense) Coverage Form;
- (3) Extra Expense Coverage Form

We will only pay for loss you sustain after the first 168 hours after direct physical loss or damage caused by or resulting from Earthquake or Volcanic Eruption.

This Deductible is applicable only to buildings over 4 stories in height.

INSURANCE RESERVE FUND

By



Director



# STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

## CAUSES OF LOSS - SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section F - Definitions.

### A. COVERED CAUSES OF LOSS

When Special is shown in the Declarations, Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

1. Excluded in Section B., Exclusions; or
2. Limited in Section C., Limitations; that follow.

### B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### a. Ordinance or Law

The enforcement of any ordinance or law:

- (1) Regulating construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance or Law, applies whether the loss results from:

- (1) An ordinance or law that is enforced even if the property has not been damaged; or
- (2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

#### b. Earth Movement

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.
- (2) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;

- (b) Ash, dust or particulate matter or;

- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

#### c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

#### d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the loss or damage caused by that fire.

#### e. Utility Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to the Extra Expense coverage. Instead, the Special Exclusion in paragraph B.4.a.(1) applies to these coverages.

#### f. War and Military Action

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors, or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors windows or other openings.

But if Water, as described in g.(1) through g.(4) above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d.
  - (1) Wear and Tear;
  - (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - (3) Smog;
  - (4) Settling, cracking, shrinking or expansion;
  - (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
  - (6) Mechanical breakdown, including rupture or bursting caused by a centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
  - (7) The following causes of loss to personal property:
    - (a) Dampness or dryness of atmosphere;
    - (b) Changes in or extremes of temperature; or
    - (c) Marring or scratching.

But if an excluded cause of loss that is listed in 2.d. (1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing; unless:
  - (1) You do your best to maintain heat in the building or structure; or
  - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act by you, any of your partners, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
  - (1) Acting alone or in collusion with others; or
  - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to the acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.

- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense
- j. Rains, snow, ice or sleet to personal property in the open.
- k. Collapse, except as provided below in the Additional Coverage for Collapse. But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.
- l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property on or off the described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

a. **Business Income (And Extra Expense) Coverage Form. Business Income (Without Extra Expense) Coverage Form or Extra Expense Coverage Form**

We will not pay for:

(1) Any loss caused directly or indirectly by the failure of power or other utility service supplied to the described premises, however caused, if the failure occurs outside of a covered building.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss.

(2) Any loss caused by or resulting from:

(a) Damage or destruction of "finished stock"; or

(b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

(3) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.

(4) Any increase of loss caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming "operations",

due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affect your Business Income during the "period of restoration".

(5) Any Extra Expense caused by or resulting from suspension, lapse, cancellation of any license, lease or contract beyond the "period of restoration".

(6) Any other consequential loss

#### b. Leasehold Interest Coverage Form

(1) Paragraph B.1.a. Ordinance or Law, does not apply to insurance under this Coverage Form.

(2) We will not pay for any loss caused by:

(a) Your cancelling the lease;

(b) The suspension, lapse or cancellation of any license; or

(c) Any other consequential loss.

#### c. Legal Liability Coverage Form

(1) The following Exclusions do not apply to insurance under this Coverage Form.

(a) Paragraph B.1.a., Ordinance or Law;

(b) Paragraph B.1.c., Governmental Action;

(c) Paragraph B.1.d., Nuclear Hazard;

(d) Paragraph B.1.e., Utility Services; and

(e) Paragraph B.1.f., War and Military Action

(2) The following additional exclusions apply to insurance under this Coverage Form:

##### (a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

(i) Your assumption of liability was executed prior to the accident; and

(ii) The building is Covered Property under this Coverage Form.

##### (b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense, or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

### C. LIMITATIONS

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
  - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flue or passages through which the gases of combustion pass.
  - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
  - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
    - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
    - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
  - d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

    - (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
    - (2) Business Income coverage or Extra Expense coverage.
  - e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, other instances where there is no physical evidence to show what happened to the property.
  - f. Gutters and downspouts caused by or resulting from weight of snow, ice or sleet.
  - g. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
2. We will not pay for loss or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage.
  - a. Valuable papers and records, such as books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other data processing, recording or storage media, and other records.

- b. Animals, and then only if they are killed or their destruction is made necessary.

- c. Fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

- (1) Glass that is part of a building or structure;
- (2) Containers of property held for sale; or
- (3) Photographic or scientific instrument lenses.

- d. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

- (1) If the property is located on or within 1,000 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or
- (2) To Business Income coverage or to Extra Expense Coverage.

3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence.

The special limits are:

- a. \$2,500 for furs, fur garments and garments trimmed with fur.
- b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c. \$2,500 for patterns, dies, mold, and forms.
- d. \$2,500 for stamps, tickets, including lottery tickets held for sale and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, C.3., does not apply to Business Income coverage or to Extra Expense.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:
  - a. Results in discharge of any substance from an automatic fire protection system; or
  - b. Is directly caused by freezing.

However, this limitation does not apply to Business Income coverage or to Extra Expense coverage.

#### D. ADDITIONAL COVERAGE - COLLAPSE

The term Covered Cause of Loss includes the Additional Coverage - Collapse as described and limited in D.1. through D.5. below.

1. We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building insured under this Coverage Form, if the collapse is caused by one or more of the following:
  - a. The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part;
  - b. Hidden decay;
  - c. Hidden insect or vermin damage;
  - d. Weight of people or personal property;
  - e. Weight of rain that collects on a roof;
  - f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in D.1.a. through D.1.e., we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse.
2. If the direct physical loss or damage does not involve collapse of a building or any part of a building, we will pay for loss or damage to Covered Property caused by the collapse of personal property only if:
  - a. The personal property, which collapses, is inside a building; and
  - b. The collapse was caused by a cause of loss listed in D.1.a through D.1.f. above.
3. With respect to the following property:
  - a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
  - b. Awnings, gutters and downspouts;
  - c. Yard fixtures;
  - d. Outdoor swimming pools;
  - e. Fences;
  - f. Piers, wharves and docks;
  - g. Beach or diving platforms or appurtenances;
  - h. Retaining walls; and
  - i. Walks roadways and other paved surfaces:

if the collapse is caused by a cause of loss listed in D.1.b through D.1.f.; we will pay for loss or damage to that property only if:

- a. Such or loss damage is a direct result of the collapse of a building insured under this Coverage Form; and
  - b. The property is Covered Property under this Coverage Form.
4. Collapse does not include settling, cracking, shrinkage, bulging or expansion.
  5. This Additional Coverage - Collapse, will not increase the Limits of Insurance provided in the Coverage Part.

#### E. ADDITIONAL COVERAGE EXTENSIONS

1. **Property in Transit.** This extension applies only to your personal property to which this form applies.
  - a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody and control of your salespersons) in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
  - b. Loss or damage must be caused by or result from one of the following causes of loss:
    - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
    - (2) Vehicle collisions upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed
    - (3) Theft of an entire bale, case or package by forced entry into a secure locked body or compartment of the vehicle. There must be physical marks of the forced entry.
  - c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. **Water Damage, Other Liquids, Powder or Molten Material Damage.** If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.



## F. DEFINITIONS

"Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

1. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
  - a. The cost of filling sinkholes; or
  - b. Sinking or collapse of land into man made underground cavities

2. Falling objects does not include loss or damage to:

- a. Personal property in the open; or
- b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

3. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

INSURANCE RESERVE FUND

By



Director



# STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

| POLICY NUMBER | FROM       | POLICY PERIOD | TO | TYPE OF INSURANCE              | DATE PRINTED |
|---------------|------------|---------------|----|--------------------------------|--------------|
| F110000016    | 07/01/2015 | 07/01/2016    |    | BUILDING AND PERSONAL PROPERTY | 01 JUL 2015  |

COVERAGE PROVIDED UNDER THIS POLICY PART IS SUBJECT TO THE FOLLOWING FORMS:

PD-01 PD-02 PD-03 PD-04 PD-05 PD-08 PD-09 PD-10 PD-11 PD-12 PD-15 PD-27

| NAMED INSURED AND ADDRESS | CONTACT PERSON AND PHONE        | FORM # | PAGE       |
|---------------------------|---------------------------------|--------|------------|
| AGENCY NAME 1             | AGENCY CONTACT NAME             | PD-02  | 1 OF 2     |
| AGENCY NAME 2             | (803) 737-0020                  |        |            |
| AGENCY ADDRESS            | TYPE OF ACTIVITY                |        | ACTIVITY # |
| CITY, ST ZIPCODE          | ENDORSEMENT LOSS PAYABLE CLAUSE |        | 002        |

EFFECTIVE DATE - 07/01/2015

NAME AND ADDRESS OF LOSS PAYEE: 0001

THIRD PARTY NAME  
THIRD PARTY ADDRESS  
CITY, STATE ZIPCODE

LOSS, IF ANY UNDER THIS POLICY SHALL BE PAYABLE TO ABOVE NAMED LOSS PAYEE AS ITS INTEREST MAY APPEAR. IT IS UNDERSTOOD THAT THE LOSS PAYEE NOW HAS OR WILL ACQUIRE FROM TIME TO TIME AN INSURABLE INTEREST IN THE PROPERTY LISTED BELOW AND INSURED UNDER THIS POLICY AS ESTABLISHED BY WAREHOUSE RECEIPTS, BILLS OF LADING, DOCUMENTARY OR OTHER WRITTEN EVIDENCE.

THIS INSURANCE, SOLELY AS TO THE INTEREST THEREIN OF THE LOSS PAYEE, SHALL NOT BE IMPAIRED OR INVALIDATED BY ANY ACT OR NEGLECT OF THE NAMED INSURED OF THE WITHIN DESCRIBED PROPERTY EXCEPT AS PROVIDED IN THE LAST PARAGRAPH HEREOF, NOR BY ANY CHANGE IN THE TITLE OR OWNERSHIP OF THE PROPERTY, NOR BY THE OCCUPATION OF THE PREMISES WHEREIN SUCH PROPERTY IS LOCATED FOR PURPOSES MORE HAZARDOUS THAN ARE PERMITTED BY THIS POLICY; PROVIDED THAT IN CASE THE NAMED INSURED SHALL NEGLECT TO PAY ANY PREMIUM DUE UNDER THIS POLICY, THE LOSS PAYEE SHALL, ON DEMAND, PAY THE SAME.

PROVIDED, ALSO, THAT THE LOSS PAYEE SHALL NOTIFY THIS FUND OF ANY CHANGE OF OWNERSHIP OR OCCUPANCY OR INCREASE IN HAZARD WHICH SHALL COME TO THE KNOWLEDGE OF SAID LOSS PAYEE, AND UNLESS PERMITTED BY THIS POLICY, IT SHALL BE NOTED THEREON AND THE LOSS PAYEE SHALL, ON DEMAND, PAY THE PREMIUM FOR SUCH INCREASED HAZARD FOR THE TERM OF THE USE THEREOF; OTHERWISE THIS POLICY SHALL BE NULL AND VOID.

THIS FUND RESERVES THE RIGHT TO CANCEL THIS POLICY AT ANYTIME AS PROVIDED BY ITS TERMS, BUT IN SUCH CASE THIS POLICY SHALL CONTINUE IN FORCE FOR THE BENEFIT ONLY OF THE LOSS PAYEE FOR THIRTY (30) DAYS AFTER NOTICE TO THE LOSS PAYEE OF SUCH CANCELLATION AND SHALL THEN CEASE, AND THIS FUND SHALL HAVE THE RIGHT ON LIKE NOTICE, TO CANCEL THIS AGREEMENT.

CONTINUED ON PAGE 2...



# STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

| POLICY NUMBER | FROM       | POLICY PERIOD | TO | TYPE OF INSURANCE              | DATE PRINTED |
|---------------|------------|---------------|----|--------------------------------|--------------|
| F110000016    | 07/01/2015 | 07/01/2016    |    | BUILDING AND PERSONAL PROPERTY | 01 JUL 2015  |

COVERAGE PROVIDED UNDER THIS POLICY PART IS SUBJECT TO THE FOLLOWING FORMS:

PD-01 PD-02 PD-03 PD-04 PD-05 PD-08 PD-09 PD-10 PD-11 PD-12 PD-15 PD-27

| NAMED INSURED AND ADDRESS | CONTACT PERSON AND PHONE        | FORM # | PAGE       |
|---------------------------|---------------------------------|--------|------------|
| AGENCY NAME 1             | AGENCY CONTACT NAME             | PD-02  | 2 OF 2     |
| AGENCY NAME 2             | (803)737-0020                   |        |            |
| AGENCY ADDRESS            | TYPE OF ACTIVITY                |        | ACTIVITY # |
| CITY, ST ZIPCODE          | ENDORSEMENT LOSS PAYABLE CLAUSE |        | 002        |

WHENEVER THIS FUND SHALL PAY THE LOSS PAYEE ANY SUM FOR LOSS OR DAMAGE UNDER THIS POLICY AND SHALL CLAIM THAT, AS TO THE NAMED INSURED, NO LIABILITY THEREFOR EXISTED, THIS FUND SHALL, TO THE EXTENT OF SUCH PAYMENT, BE THEREUPON LEGALLY SUBROGATED TO ALL THE RIGHTS OF THE PARTY TO WHOM SUCH PAYMENT SHALL BE MADE, UNDER ALL SECURITIES HELD AS COLLATERAL TO THE DEBT WITH INTEREST, AND SHALL THEREUPON RECEIVE A FULL ASSIGNMENT AND TRANSFER OF THE DEBT AND OF THE MORTGAGE AND OF ALL SUCH OTHER SECURITIES OF THE INTEREST OF THE LOSS PAYEE IN THE WITHIN DESCRIBED PROPERTY; BUT NO SUBROGATION SHALL IMPAIR THE RIGHT OF THE LOSS PAYEE TO RECOVER THE FULL AMOUNT OF ITS CLAIM AGAINST THE BORROWER, MORTGAGOR OR OWNER.

ALL THE OTHER TERMS AND CONDITIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED AND OF WHICH IT IS A PART, REMAIN UNCHANGED, WHICH OTHER TERMS AND CONDITIONS INCLUDE THE LIMIT(S) OF LIABILITY NAMED IN THE POLICY AND THE CONDITIONS OF ANY VALUE REPORTING, FULL REPORTING, TOTAL INSURANCE OR CO-INSURANCE CLAUSES INCORPORATED THEREIN OR ATTACHED THERETO.

## PROPERTY COVERED:

| SEGMENT<br>NUMBER | PROPERTY DESCRIPTION                                   | PROPERTY LOCATION | INSURED<br>VALUE |
|-------------------|--|-------------------|------------------|
| 10                | ADMINISTRATIVE OFFICE/COLUMBIA 1 MAIN STREET<br>COPIER |                   | 20,000           |

THIS ENDORSEMENT SHOULD BE ATTACHED TO AND BECOME PART OF POLICY F110000016

JULY 01, 2015

DATE

ANNE MACON SMITH  
Director



# STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

| POLICY NUMBER | FROM       | POLICY PERIOD | TO | TYPE OF INSURANCE              | DATE PRINTED |
|---------------|------------|---------------|----|--------------------------------|--------------|
| F110000016    | 07/01/2015 | 07/01/2016    |    | BUILDING AND PERSONAL PROPERTY | 01 JUL 2015  |

COVERAGE PROVIDED UNDER THIS POLICY PART IS SUBJECT TO THE FOLLOWING FORMS:

PD-01 PD-02 PD-03 PD-04 PD-05 PD-08 PD-09 PD-10 PD-11 PD-12 PD-15 PD-16 PD-27

| NAMED INSURED AND ADDRESS | CONTACT PERSON AND PHONE    | FORM # | PAGE       |
|---------------------------|-----------------------------|--------|------------|
| AGENCY NAME 1             | AGENCY CONTACT NAME         | PD-16  | 1 OF 2     |
| AGENCY NAME 2             | (803) 737-0020              |        |            |
| AGENCY ADDRESS            | TYPE OF ACTIVITY            |        | ACTIVITY # |
| CITY, ST ZIPCODE          | ENDORSEMENT MORTGAGE CLAUSE |        | 003        |

EFFECTIVE DATE - 07/01/2015

NAME AND ADDRESS OF MORTGAGEE (OR TRUSTEE): 0002

THIRD PARTY NAME  
THIRD PARTY ADDRESS  
CITY, STATE ZIPCODE

(APPLIES ONLY TO BUILDING ITEMS AND IS EFFECTIVE ONLY WHEN POLICY IS MADE PAYABLE TO A NAMED MORTGAGEE OR TRUSTEE.)

LOSS OR DAMAGE, IF ANY, UNDER THIS POLICY, SHALL BE PAYABLE TO THE MORTGAGEE (OR TRUSTEE) NAMED ABOVE, AS INTEREST MAY APPEAR, UNDER ALL PRESENT OR FUTURE MORTGAGES UPON THE PROPERTY HEREIN DESCRIBED IN WHICH THE AFFORESAID MAY HAVE AN INTEREST AS MORTGAGEE (OR TRUSTEE) IN ORDER OF PRECEDENCE OF SAID MORTGAGES, AND THIS INSURANCE, AS TO THE INTEREST OF THE MORTGAGEE (OR TRUSTEE) ONLY THEREIN, SHALL NOT BE INVALIDATED BY ANY ACT OR NEGLECT OF THE MORTGAGOR OR OWNER OF THE WITHIN DESCRIBED PROPERTY, NOR BY ANY FORECLOSURE OR OTHER PROCEEDINGS OR NOTICE OF SALE RELATING TO PROPERTY, NOR BY ANY CHANGE IN THE TITLE OF OWNERSHIP OF THE PROPERTY, NOR BY THE OCCUPATION OF THE PREMISES FOR PURPOSES MORE HAZARDOUS THAN ARE PERMITTED BY THIS POLICY; PROVIDED, THAT IN CASE THE MORTGAGOR OR OWNER SHALL NEGLECT TO PAY ANY PREMIUM DUE UNDER THIS POLICY, THE MORTGAGEE (OR TRUSTEE) SHALL, ON DEMAND, PAY THE SAME.

PROVIDED, ALSO, THAT THE MORTGAGEE (OR TRUSTEE) SHALL NOTIFY THIS FUND OF ANY CHANGE OF OWNERSHIP OR OCCUPANCY OR INCREASE OF HAZARD WHICH SHALL COME TO THE KNOWLEDGE OF SAID MORTGAGEE (OR TRUSTEE) AND, UNLESS PERMITTED BY THIS POLICY, IT SHALL BE NOTED THEREON AND THE MORTGAGEE (OR TRUSTEE) SHALL, ON DEMAND, PAY THE PREMIUM FOR SUCH INCREASED HAZARD FOR THE TERM OF USE THEREOF; OTHERWISE THIS POLICY SHALL BE NULL AND VOID.

THIS FUND RESERVES THE RIGHT TO CANCEL THIS POLICY AT ANY TIME AS PROVIDED BY ITS TERMS, BUT IN SUCH CASE THIS POLICY SHALL CONTINUE IN FORCE FOR THE BENEFIT ONLY OF THE MORTGAGEE (OR TRUSTEE) FOR 10 DAYS AFTER NOTICE TO THE MORTGAGEE (OR TRUSTEE) OF SUCH CANCELLATION AND SHALL THEN CEASE, AND THIS FUND SHALL HAVE THE RIGHT, ON LIKE NOTICE, TO CANCEL THIS AGREEMENT.

CONTINUED ON PAGE 2...



# STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

|                             |                    |                                   |   |                             |
|-----------------------------|--------------------|-----------------------------------|---|-----------------------------|
| POLICY NUMBER<br>F110000016 | FROM<br>07/01/2015 | POLICY PERIOD<br>TO<br>07/01/2016 | TYPE OF INSURANCE<br>BUILDING AND PERSONAL PROPERTY | DATE PRINTED<br>01 JUL 2015 |
|-----------------------------|--------------------|-----------------------------------|---|-----------------------------|

COVERAGE PROVIDED UNDER THIS POLICY PART IS SUBJECT TO THE FOLLOWING FORMS:

PD-01 PD-02 PD-03 PD-04 PD-05 PD-08 PD-09 PD-10 PD-11 PD-12 PD-15 PD-16 PD-27

|   |   |                 |                   |
|---|---|-----------------|-------------------|
| NAMED INSURED AND ADDRESS<br>AGENCY NAME 1<br>AGENCY NAME 2<br>AGENCY ADDRESS<br>CITY, ST ZIPCODE | CONTACT PERSON AND PHONE<br>AGENCY CONTACT NAME<br>(803) 737-0020 | FORM #<br>PD-16 | PAGE<br>2 OF 2    |
| TYPE OF ACTIVITY<br>ENDORSEMENT MORTGAGE CLAUSE   |   |                 | ACTIVITY #<br>003 |

EFFECTIVE DATE - 07/01/2015

WHENEVER THIS FUND SHALL PAY THE MORTGAGEE (OR TRUSTEE) ANY SUM FOR LOSS UNDER THIS POLICY AND SHALL CLAIM THAT, AS TO THE MORTGAGOR OR OWNER, NO LIABILITY THEREFORE EXISTED, THIS FUND SHALL, TO THE EXTENT OF SUCH PAYMENT, BE THEREUPON LEGALLY SUBROGATED TO ALL THE RIGHTS OF THE PARTY TO WHOM SUCH PAYMENT SHALL BE MADE, UNDER ALL SECURITIES HELD AS COLLATERAL TO THE MORTGAGE DEBT, OR MAY, AS ITS OPTION, PAY TO THE MORTGAGEE (OR TRUSTEE) THE WHOLE PRINCIPAL DUE OR TO GROW DUE ON THE MORTGAGE WITH INTEREST, AND SHALL THEREUPON RECEIVE A FULL ASSIGNMENT AND TRANSFER OF THE MORTGAGE AND OF ALL SUCH OTHER SECURITIES; BUT NO SUBROGATION SHALL IMPAIR THE RIGHT OF THE MORTGAGEE (OR TRUSTEE) TO RECOVER THE FULL AMOUNT OF SAID MORTGAGEE'S (OR TRUSTEE'S) CLAIM.

THE PROPERTY LISTED BELOW HAS BEEN ADDED TO THE ABOVE MORTGAGEE (OR TRUSTEE):

| SEG/PROP<br>NUMBER | PROPERTY DESCRIPTION                         | PROPERTY LOCATION | INSURED<br>VALUE |
|--------------------|--|-------------------|------------------|
| 10                 | ADMINISTRATIVE OFFICE/COLUMBIA 1 MAIN STREET |                   |                  |
|                    | OFFICE BUILDING                              | 1 MAIN ST         | 500,000          |

THIS ENDORSEMENT SHOULD BE ATTACHED TO AND BECOME PART OF POLICY F110000016

JULY 01, 2015

DATE

ANNE MACCON SMITH  
Director



# STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

|  |   |   |                             |
|--|---|---|-----------------------------|
| POLICY NUMBER<br>F110000016  | POLICY PERIOD<br>FROM 07/01/2015 TO 07/01/2016                    | TYPE OF INSURANCE<br>BUILDING AND PERSONAL PROPERTY | DATE PRINTED<br>01 JUL 2015 |
| COVERAGE PROVIDED UNDER THIS POLICY PART IS SUBJECT TO THE FOLLOWING FORMS:<br>PD-01 PD-02 PD-03 PD-04 PD-05 PD-08 PD-09 PD-10 PD-11 PD-12 PD-15 PD-16 PD-27 PD-33 |   |   |                             |
| NAMED INSURED AND ADDRESS<br>AGENCY NAME 1<br>AGENCY NAME 2<br>AGENCY ADDRESS<br>CITY, ST ZIPCODE  | CONTACT PERSON AND PHONE<br>AGENCY CONTACT NAME<br>(803) 737-0020 | FORM #<br>PD-33                                     | PAGE<br>1 OF 2              |
| TYPE OF ACTIVITY<br>ENDORSEMENT CERTIFICATE OF INSURANCE   |   |   | ACTIVITY #<br>004           |

EFFECTIVE DATE - 07/01/2015

NAME AND ADDRESS OF CERTIFICATE HOLDER: 0003

THIRD PARTY NAME  
THIRD PARTY ADDRESS  
CITY, ST ZIPCODE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

THIS IS TO CERTIFY THAT A POLICY HAS BEEN ISSUED TO THE ABOVE NAMED INSURED AND IS IN FORCE AT THIS TIME. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THIS POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THIS POLICY.

CANCELLATION: SHOULD THIS POLICY BE CANCELLED BEFORE EXPIRATION DATE THEREOF THE INSURANCE RESERVE FUND WILL ENDEAVOR TO PROVIDE 30 DAYS WRITTEN NOTICE TO ABOVE NAMED CERTIFICATE HOLDER, BUT FAILURE TO PROVIDE SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY.

THE PROPERTY LISTED BELOW HAS BEEN ADDED TO THE ABOVE CERTIFICATE HOLDER:

| SEG/PROP<br>NUMBER | PROPERTY DESCRIPTION                         | PROPERTY LOCATION | INSURED<br>VALUE |
|--------------------|--|-------------------|------------------|
| 10                 | ADMINISTRATIVE OFFICE/COLUMBIA 1 MAIN STREET |                   | 1,000,000        |

THIS ENDORSEMENT SHOULD BE ATTACHED TO AND BECOME PART OF POLICY F110000016

JULY 01, 2015

DATE

ANNE MACON SMITH  
Director



# STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

## FLOOD INSURANCE POLICY

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON THE STATEMENTS IN THE APPLICATION AND DECLARATIONS FROM MADE APART HEREOF AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE FUND DOES INSURE the Insured and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance of any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest if the insured, against all DIRECT LOSS BY "FLOOD" as defined herein, to the property described while located or contained as described in the application and declarations form attached hereto, or pro rata for 45 days at each proper place to which any of the property shall necessarily be removed for preservation from the peril of [Flood], but not elsewhere.

Assignment of this policy by the Insured is not allowed.

### PERSONS INSURED

- A. The named Insured and legal representatives.
- B. Any mortgagee and loss payee named in the application and declaration page in the order of precedence and to the extent of their interest but for no more, in the aggregate, than the interest of the named Insured.

### DEFINITIONS

#### DEFINITIONS - AS USED IN THIS POLICY:

"Actual Cash Value" means the replacement cost of an insured item of property at the time of loss, less the value of physical depreciation as to the item damaged.

"Application" means the statement made and signed by the Insured, or the Insured's agent, and given the information on the basis of which the Insured determines accessibility of the risk, the policy to be issued and the correct premium payment, which must accompany the application for the policy to be issued.

"Building" means a walled and roofed structure, other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, including a walled or roofed building in the course of construction, alteration or repair and a mobile home on a foundation, subject to Paragraph "H" of the provision titled "Property Not Covered."

"Cancellation" means that ending of the insurance coverage provided by this policy prior to the expiration date.

"Coastal High Hazard Area" means an area subject to high velocity waters including hurricane wave wash and tsunamis.

"Declarations Page" is a computer generated summary of information furnished by the Insured in the application for insurance.

"Doublewide Mobile Home" means a building which is fully anchored and affixed to its permanent site, and which is designed and constructed as a modular or manufactured building and which has axles and wheels used solely for transportation to the lot or construction site where it is to be assembled as a nonmovable, permanent building; such a building is not considered to be a mobile home for purposes of this policy.

"Direct Physical Loss By Flood" means any loss in the nature of actual loss physical damage, evidenced by physical changes, to the insured property (building or personal property contents) which is directly and proximately caused by a [flood] (as defined in this Agreement), while the Insured property is located: 1. at the property address shown on the application for this insurance, which is a part of this Agreement; and 2. for forty-five days, at another place above ground level or outside of the special flood hazard area to which any of the property shall necessarily be

removed in order to protect and preserve it from a flood or from the imminent danger of flood (provided, personal property so removed must be placed in a fully enclosed building or otherwise reasonably protected from the elements to be insured against loss). The term [Direct Physical Loss by Flood] shall not include compensation for loss of use, loss of access, loss of profits or loss resulting from interruption of business, profession or manufacture, allowance for any increased cost of repair or reconstruction as a result of any ordinance or repair regulating reconstruction or repair, or other economic loss. (This enumeration is not exclusive).

"Expiration Date" means the ending of the insurance coverage provided by this policy on the expiration date shown on the declaration page.

"FLOOD": Wherever in this policy the term "flood" occurs, it shall be held to mean:

A. A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslides (i.e. mudflows) which are proximately caused by flooding as defined in subparagraph A-2 above and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

B. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the cyclical levels which result in flooding as defined in A-1 above.

"Walled and Roofed" means the building has in place two or more exterior, rigid walls and the roof is fully secured so that the building will resist flotation, collapse and lateral movement.

### PERILS EXCLUDED

#### THE FUND SHALL NOT BE LIABLE FOR LOSS:

A. By (1) rain, snow, sleet, hail or water spray; (2) freezing, thawing or by the pressure or weight of ice or water, except where the property covered has been simultaneously damaged by flood; (3) water, moisture or mudslide (i.e. mudflow) damage of any kind resulting primarily from conditions, causes or occurrences which are solely related to the described premises or are within the control of the Insured (including but not limited to design, structural or mechanical defects, failures, stoppages or breakages of water or sewer lines, drains, pumps, fixtures, or equipment) or any condition which causes flooding which is substantially confined to the described premises or properties

immediately adjacent thereto; or (4) seepage, backup of water, or hydrostatic pressure not related to a condition of [flood] as defined;

B. Caused directly or indirectly by (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (b) by military, naval or air forces, or (c) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating or defending against such an occurrence;

C. By nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril insured against by this policy;

D. By theft or by fire, windstorm, explosion, earthquake, landslide or any other earth movement except such mudslide or erosion as is covered under the peril of flood;

E. Caused by or resulting from power, heating or cooling failure, unless such failure results from physical damage to power, heating or cooling equipment situated on premises where the property covered is located, caused by the peril insured against;

F. Caused directly or indirectly by neglect of the Insured to use all reasonable means to save and preserve the property at the time of and after an occurrence of the peril insured against by this policy; but, for contents covered herein and subject to the terms of the policy including the limits of liability, the Fund will reimburse the Insured for reasonable expenses necessarily incurred by him in complying with the requirements of this paragraph, including but not limited to, reasonable expenses for removal or temporary storage (not exceeding 45 days), or both, of insured contents, from the described premises because of the imminent danger of flood;

G. Caused intentionally by the Insured;

H. Which is already in progress as of 12:01 a.m. of the first day of the policy term;

I. From a flood which is confined to the premises on which the insured property is located unless the flood is displaced over two acres of the insured premises;

J. Caused by any modification by the Insured to the Insured property of the described premises on which the insured property is located which materially increases the risk of flooding.

#### PROPERTY COVERED

A. **BUILDING:** When the insurance under this policy covers a building, such insurance shall include additions and extensions attached thereto; permanent fixtures, machinery and equipment forming a part of and pertaining to the service of the building; personal property of the Insured as landlord used for the maintenance or service of the building including fire extinguishing apparatus, floor coverings, refrigerating and ventilating equipment, all while within the described building; also, materials and supplies while within an enclosed structure located on the described premises or adjacent thereto, intended for use in construction, alteration or repair of such building or appurtenant private structures on the described premises.

B. **CONTENTS:** When the insurance under this policy covers contents, coverage shall be for either household contents or other than household contents, but not for both.

1. When the insurance under this policy covers other than household contents, such insurance shall cover merchandise and stock, materials and stock supplies of every description; furniture,

fixture, machinery and equipment of every description all owned by the Insured; improvements and betterments (as hereinafter defined) to the building if the Insured is not the owner of the building and when not otherwise covered; all while within the described enclosed building.

2. When the insurance under this policy covers household contents, such insurance shall cover all household and personal property usual or incidental to the occupancy of the premises as a resident - except animals, birds, fish, business property, other property not covered under the provisions of this policy, and any property more specifically covered in whole or in part by other insurance including the peril insured against in this policy; belonging to the Insured or members of the Insured's family of the same household, or for which the insured may be liable, or, at the option of the Insured, belonging to a servant or guest of the Insured; all while within the described building.

The Insured, if not the owner of the described building, may apply up to 10% of the amount of insurance applicable to the household contents covered under this item, not as an additional amount of insurance, to cover loss to improvements and betterments (as hereinafter defined) to the described building.

The Insured, if an individual condominium unit owner in the described building, may apply up to 10% of the amount of insurance on contents covered under this policy, not as an additional amount of insurance, to cover loss to the interior walls, floors, and ceilings that are not otherwise covered under a condominium association policy on the described building.

#### THE FUND SHALL NOT BE LIABLE FOR LOSS IN ANY ONE OCCURRENCE FOR MORE THAN:

- (a) \$250.00 in the aggregate on paintings, etchings, pictures, tapestries, art glass windows and other works of art (such as but not limited to statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glass or bric-a-brac);
- (b) \$250.00 in the aggregate on jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, articles of gold, silver or platinum and furs or any article containing fur which represents its principal value.

3. When the insurance under this policy covers improvements and betterments, such insurance shall cover the Insured's used interest in improvements and betterments to the described building.

- (a) The term "improvements and betterments" wherever used in this policy is defined as fixtures, alterations, installations, or additions comprising a part of the described building and made, or acquired, at the expense of the Insured exclusive of rent paid by the Insured, but which are not legally subject to removal by the Insured.
- (b) The word [lease] wherever used in this policy shall mean the lease or rental agreement, whether written or oral, in effect as of the time of loss.
- (c) In the event improvements and betterments are damaged or destroyed during the term of this policy by the peril insured against, the liability of the Fund shall be determined as follows:
  - (1) If repaired or replaced at the expense of the Insured within a reasonable time after such loss, the actual cash value of the damaged or destroyed improvements and betterments.
  - (2) If not repaired or replaced within a reasonable time after such loss, that proportion of the original cost at time of installation of the damaged or destroyed improvements and betterments which the unexpired term of the lease at the time of loss bears to the period(s) from the date(s) such improvements and betterments were made to the expiration date of the lease.



- (3) If repaired or replaced at the expense of others for the use of the Insured, there shall be no liability hereunder.

**C. DEBRIS REMOVAL:** This insurance covers expense incurred in the removal of debris of or on the building or contents covered hereunder, which may be occasioned by loss caused by the peril insured against in this policy.

The total liability under this policy for both loss to property and debris removal expense shall not exceed the amount of insurance applying under this policy to the property covered.

#### PROPERTY NOT COVERED

##### THIS POLICY SHALL NOT COVER

A. Accounts, bills, currency, deeds, evidences of debt, money, coins, medals, postage stamps, securities, bullion, manuscripts, or other valuable papers or records.

B. Fences, retaining walls, seawalls, swimming pools, bulkheads, wharves, piers, bridges, docks; other open structures located on or over water, including boathouses or other similar structures or buildings into which boats are floated; or personal property in the open, unless specifically insured and a premium charged therefore.

C. Land values, lawn, trees, shrubs or plants, growing crops, or livestock; underground structures and equipment including wells, septic tanks or septic systems; those portions of walks, driveways and other paved or poured surfaces outside the foundation walls of the building, unless specifically insured and a premium charged therefore.

D. Aircraft, any self propelled vehicle or machine and motor vehicles (other than motorized equipment pertaining to the service of the premises of the Insured, and not licensed for highway use) including their parts and equipment, trailers on wheels and other recreational vehicles whether affixed to a permanent foundation or on wheels; watercraft including their furnishings and equipment.

E. On and after June 1, 1982 with respect to any building located outside of a coastal high hazard area, solid, non-load bearing walls, open, wood constructed lattice [breakaway] walls, insect screening or other [breakaway] walls any personal property or other contents, and machinery or equipment servicing the building when any of the foregoing items:

(i) Are not contained within the foundation walls of the described building (except for machinery and equipment servicing the building); or

(ii) Are in the open (except for machinery and equipment servicing the building); or

(iii) Are contained below the lowest floor used for rating the building order to calculate the premium amount to be paid for this policy; or

(iv) In case of a building rated with Emergency Program or PreFIRM rates, were placed in the areas described in (i) or (ii) or (iii) above, on or after June 1, 1982.

The terms, "machinery or equipment," for purposes of this paragraph "E", include, but are not limited to, heating equipment, water heaters, air conditioning equipment and air ducts.

F. Buildings and their contents, including machinery and equipment, which are part of the building, where more than 49 percent of the actual cash value of such buildings is below ground, unless the lowest level is at or above the base flood elevation (in the Regular Program) or the adjacent ground level (in the Emergency Program) by reason of earth having been used as an insulation material in conjunction with energy efficient building techniques.

G. On and after October 1, 1982, a mobile home located with a FEMA designated Special Flood Hazard Area that is not affixed

to a permanent site (anchored) to resist flotation, collapse or lateral movement by providing over-the-top frame ties to ground anchors or that otherwise meet the community's flood plan management requirements.

H. Units which are primarily containers, rather than buildings (such as gas and liquid tanks, chemical or reactor container tanks or enclosures, brick kilns, and similar units) and their contents (Silos and grain storage building including their contents, may be insured even though they may be of container-type construction), unless specifically insured and a premium charged therefore.

I. A mobile home and its contents located with a FEMA designated coastal high hazard area (Zones V1-V30 on a FEMA Flood Insurance Rate Map) which is not located in a mobile home park or subdivision in existence and open for business prior to June 1, 1982.

#### DEDUCTIBLES

A. With respect to loss to the building, appurtenant structures, and debris removal covered hereunder, the Fund shall be liable for only that portion of the loss in any one occurrence which is in excess of the deductible shown on the declaration page.

B. With respect to loss to contents or debris removal covered hereunder or to expenses, incurred under paragraph "F" of "Perils Excluded," the Fund shall be liable for only that portion of the loss in any one occurrence which is in excess of the deductible shown on the declaration page.

C. In the case of reasonable expenses incurred in the removal of an insured mobile home or personal property from the insured premises away from the peril of flood, the amount of the deductible shall be the amount shown on the declaration page.

#### GENERAL CONDITIONS AND PROVISIONS

A. **PAIR AND SET CLAUSE:** If there is loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.

B. **CONCEALMENT FRAUD:** This entire policy shall be void if, whether before or after a loss, the Insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud or false swearing by the Insured relating thereto.

C. **OTHER INSURANCE:** The Fund shall not be liable for a greater proportion of any loss, less the amount of deductible, from the peril of flood than the amount of insurance under this policy bears to the whole amount of flood insurance (excluding therefrom any amount of "excess insurance" as hereinafter defined) covering the property, or which would have covered the property except for the existence of this insurance, whether collectible or not.

In the event that the whole amount of flood insurance (excluding therefrom any amount of "excess insurance" as hereinafter defined) covering the property exceeds the maximum amount of insurance permitted under the provisions of the National Flood Insurance Act of 1968, or any acts amendatory thereof, it is hereby understood and agreed that the insurance under this policy shall be limited to a proportionate share of the maximum amount of insurance permitted on such property under said Act, and that a refund of any extra premium paid, computed on a pro rata basis, shall be made by the Fund upon request in writing submitted not later than 2 years after the expiration of the policy term during which such extra amount of insurance was in effect.

"Excess Insurance" as used herein shall be held to mean insurance of such part of the actual cash value of the property as is in excess of the maximum amount of insurance permitted under said Act with respect to such property.

D. **ADDED AND WAIVER PROVISIONS:** The extent of the application of insurance under this policy and of the contribution

to be made by the Fund in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of the Fund relating to appraisal or to any examination provided to herein.

#### **E. VOIDANCE, REDUCTION OR REFORMATION OF THE COVERAGE:**

1. **VOIDANCE:** This policy will be void and of no legal force and effect in the event that any one of the following conditions occurs:
  - a. The property listed on the application is not eligible for coverage, in which case the policy is void from its inception;
  - b. The Insured or the insured's agent has (i) sworn falsely or (ii) fraudulently or willfully concealed misrepresented any material fact (including facts relevant to the rating of this policy) in the application for coverage, or in connection with the submission of any claim brought under the policy, in which case this entire policy shall be void as of the date the wrongful act was committed and coverage prior to the date of the wrongful act shall not be affected, provided, refunds of premium, if any, shall be subject to offsets for the Fund's administrative expenses (including the payment of agent's commissions through prior policy years, if any) in connection with the issuance of the policy;

**F. CONDITIONS SUSPENDING OR RESTRICTING INSURANCE:** Unless otherwise provided in writing added hereto, the Fund shall not be liable for loss occurring while the hazard is increased by any means within the control or knowledge of the insured, provided, however, this insurance shall not be prejudiced by any act or neglect of any person (other than the insured), when such act or neglect is not within the control of the insured.

**G. ALTERATIONS AND REPAIRS:** Permission is granted to make alterations, additions and repairs, and to complete structures in course of construction. In the event of loss hereunder, the insured is permitted to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by the peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that in case loss occurs the insured shall protect the property from further damage.

**H. PROPERTY OF OTHERS (SERVANTS AND GUESTS ONLY):** Unless otherwise provided in writing hereto, loss to any property of others covered under this policy shall be adjusted with the insured for the account of the owners of said property, except that the right to adjust such loss with said owners is reserved to the insured. Any such insurance under this policy shall not insure directly or indirectly to the benefit of any carrier or other bailee for hire.

**I. LOSS CLAUSE:** Payment of any loss under this policy shall not reduce the amount of insurance applicable to any other loss during the policy term which arises out of a separate occurrence of the peril insured against hereunder; provided, that all loss arising out of a continuous or protracted occurrence shall be deemed to constitute loss arising out of a single occurrence.

**J. MORTGAGE CLAUSE (APPLICABLE TO BUILDING ITEMS ONLY AND EFFECTIVE ONLY WHEN POLICY IS MADE PAYABLE TO A MORTGAGEE (OR TRUSTEE) NAMED IN THE APPLICATION AND DECLARATIONS FORM ATTACHED TO THIS POLICY):**

Loss, if any, under this policy, shall be payable to the aforesaid as mortgagee (or trustee) as interest may appear under all present or future mortgages upon the property described in which the aforesaid may have an interest as mortgagee (or trustee,) in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the described property, nor by any foreclosure or other proceedings, or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same.

Provided, also, that the mortgagee (or trustee) shall notify this Fund of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and, unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

If this policy is cancelled by the Fund, it shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after written notice to the mortgagee (or trustee) of such cancellation and shall then cease, and the Fund shall have the right, on like notice, to cancel this agreement.

Whenever the Insured shall pay the mortgagee (or trustee) any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefore existed, the Fund shall to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.

**K. MORTGAGEE OBLIGATIONS:** If the Insured fails to render proof of loss, the name mortgagee (or trustee), upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions of this policy relating to appraisal and time of payment and of bringing suit.

**L. LOSS PAYABLE CLAUSE (APPLICABLE TO CONTENTS ITEMS ONLY):** Loss, if any, shall be adjusted with the Insured and shall be payable to the insured and loss payee as their interests may appear.

**M. REQUIREMENTS IN CASE OF LOSS:** The insured shall give written notice, as soon as practicable, to the Fund of any loss, protect the property from further damage, forthwith separate the damages and undamaged property and put it in the best possible order. Within 60 days after the loss, unless such time is extended in writing by the Fund, the insured shall render to the Fund a proof of loss, signed and sworn to by the Insured, stating the knowledge and belief of the Insured as to the following: the time and origin of the loss, the interest of the Insured and of all others in the property, actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss. The Insured, at the option of the Fund, may be required to furnish a complete inventory of the destroyed, damages, and undamaged property, showing in detail quantities, cost actual cash value and amount of loss claimed, and verified plans and specifications of any building, fixtures or machinery destroyed or damaged.

The Insured, as often as may be reasonably required, shall exhibit to any person designated by the Fund all that remains of any property herein described, and submit to examinations under oath by any person named by the Fund, and subscribe

the same, and, as often as may be reasonably required, shall produce for examination all book of account, bills, invoices and other vouchers or certified copied thereof if originals be lost, at such reasonable time and place as may be designated by the insured or its representative, and shall permit extracts and copies thereof to be made.

**N. APPRAISAL:** In case the Insured and the Fund shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the Insured or the Insurer, such umpire shall be selected by a judge of a court of record in the State in which the insured property is located. The appraisers shall then appraise the loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with the Insurer shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid the parties equally.

**O. OPTIONS:** It shall be optional with the Fund to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or

damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required

**P. ABANDONMENT:** There shall be no abandonment to the Fund of any property.

**Q. WHEN LOSS PAYABLE:** The amount of loss for which the Insurer may be liable shall be payable 60 days after proof of loss, as herein provided, is received by the Insurer and ascertainment of the loss is made either by agreement between the Insured and the Fund expressed in writing or by the filing with the fund of an award as herein provided.

**R. ACTION AGAINST THE FUND:** No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within 12 months next after the date of mailing of notice of disallowance or partial disallowance of the claim.

**S. SUBROGATION:** In the event of any payment under this policy, the Fund shall be subrogated to all the Insured's rights of recovery therefore against any party, and the Fund may require from the Insured an assignment of all rights of recovery against any party for loss to the extent that payment therefore is made by the Fund. The Insured shall do nothing after loss to prejudice such right.

INSURANCE RESERVE FUND

By



Director



# STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

## SOUTH CAROLINA CHANGES - VALUATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
STANDARD PROPERTY POLICY

### SCHEDULE \*

| Prem.<br>No. | Bldg.<br>No. | Agreed Value of Buildings | Total Amount of Insurance<br>to be Carried |
|--------------|--------------|---------------------------|--|
|--------------|--------------|---------------------------|--|

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY PD 04 01 the term Coverage Part in this endorsement is replaced by the term Policy.
- B. The following is added to VALUATION Loss Condition:
- For loss or damage to buildings caused by or resulting from fire or lightning, you and we agree that:
    - The value of the buildings described in this Coverage Part; and
    - The total amount of insurance to be carried on the buildings, including this Coverage Part; are the amounts shown in the Schedule.
  - The following applies to the Builders' Risk Coverage Form, or the Builders' Risk Changes - Standard Property Policy, if applicable:

The Agreed Value of Buildings represents the value of the building when it is completed.

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

INSURANCE RESERVE FUND

By

Director

## Sheri L. Wainscott

---

**From:** Keith R. Powell  
**Sent:** Wednesday, December 23, 2015 1:42 PM  
**To:** Clark, Brad; Robbie Ferris (RFerris@sfla.biz); greg.a.jones@wellsfargo.com  
**Subject:** RE: HCS | Exhibit B

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Thanks. I believe (but do not know for certain) that being a member of IRF means having a single agreement between the local client and the State incorporating an elastic, amoeba-like bundle of coverages, so that separate policies are not issued for separate projects – but there may be a reporting of new value (or expected new value) by the local government entity back to IRF when a new project is underway and an adjustment in the premiums. I think their regular property insurance works that way and BR may be the same. This sounds like a Greg question.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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**From:** Clark, Brad [<mailto:Brad.Clark@BBandT.com>]  
**Sent:** Wednesday, December 23, 2015 1:34 PM  
**To:** Keith R. Powell; Robbie Ferris (RFerris@sfla.biz); greg.a.jones@wellsfargo.com  
**Subject:** RE: HCS | Exhibit B

Keith,

Thanks for sending. This attached is just the overview of the coverage, but it is not the actual policy that applies specifically to the HCS project. I need the actual policy (declarations pages) so that I can provide to the underwriter specifically regarding this project to build the DIC policy.

I'll communicate with Greg about it moving forward.

Thanks,

Brad Clark, CIC  
Vice President  
BB&T Insurance Services  
4309 Emperor Blvd., Suite 300  
Durham, NC 27703  
919.281.4545 Direct  
678.612.7403 Cell  
[brad.clark@bbandt.com](mailto:brad.clark@bbandt.com)  
mailcode: 120-80-01-15

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** December 23, 2015 1:24 PM  
**To:** Clark, Brad; Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz)); [greg.a.jones@wellsfargo.com](mailto:greg.a.jones@wellsfargo.com)  
**Subject:** FW: HCS | Exhibit B

Brad – Per your inquiry, this is what I have. I hope it contains what you are looking for. I imagine that Greg Jones has the best answers to any questions you have about the HCS's IRF policies.

Keith R. Powell  
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## Sheri L. Wainscott

---

**From:** Robbie Ferris <RFerris@sfla.biz>  
**Sent:** Tuesday, January 12, 2016 12:47 PM  
**To:** Keith R. Powell; Ara Heinz  
**Cc:** Brad Clark (Brad.Clark@BBandT.com); Mike Wawrzyniak; Nancy Zablud  
**Subject:** RE: FFEP Insurance docs

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Will do. Not a problem....

---

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** Tuesday, January 12, 2016 11:06 AM  
**To:** Ara Heinz  
**Cc:** Brad Clark ([Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)); Robbie Ferris  
**Subject:** Re: FFEP Insurance docs

Brad & Robbie - can you help Ara track down your certificates?

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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On Jan 12, 2016, at 10:58 AM, Ara Heinz <[AHeinz@horrycountyschools.net](mailto:AHeinz@horrycountyschools.net)> wrote:

Mr. Powell,

Hi! Hope your new year has started off well.

I'm hoping you can help me with some documentation that I'm looking for concerning the FFEP contracts. I do not show where we have received any certificates of insurance or proof of insurance from FFEP. I have the signed contracts including Exhibit B which references the insurance, but I don't have any actual proof of insurance. I know that there were all sorts of discussions in November/December about insurance coverage and possible meetings, but I think that mostly had to do with additional Builder's Risk coverage. In all of those discussions, were copies of the certificates of insurance or the policies required to be maintained by FFEP sent to you? I need the documents for my files, and I'm hoping you have them. If not, I'll contact Mr. Ferris.

Hope all is well with you!

Regards,  
*Ara*

Ara Heinz | Procurement Services | ☎P: 843/488-6930  
Horry County Schools | 335 Four Mile Rd. | Conway, SC 29526  
Website: [Procurement.horrycountyschools.net](http://Procurement.horrycountyschools.net)  
<image001.png>



## Sheri L. Wainscott

---

**From:** Keith R. Powell  
**Sent:** Tuesday, January 12, 2016 2:53 PM  
**To:** Mike Wawrzyniak; Robbie Ferris; Ara Heinz  
**Cc:** Brad Clark (Brad.Clark@BBandT.com); Nancy Zablud  
**Subject:** RE: FFEP Insurance docs

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Thank you Mike.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
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**From:** Mike Wawrzyniak [<mailto:mwawrzyniak@sfla.biz>]  
**Sent:** Tuesday, January 12, 2016 2:33 PM  
**To:** Robbie Ferris; Keith R. Powell; Ara Heinz  
**Cc:** Brad Clark ([Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)); Nancy Zablud  
**Subject:** RE: FFEP Insurance docs

I spoke with Ara and just sent her the COI's she needed.

**From:** Robbie Ferris  
**Sent:** Tuesday, January 12, 2016 12:47 PM  
**To:** Keith R. Powell; Ara Heinz  
**Cc:** Brad Clark ([Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)); Mike Wawrzyniak; Nancy Zablud  
**Subject:** RE: FFEP Insurance docs

Will do. Not a problem....

**From:** Keith R. Powell [<mailto:kpowell@childs-halligan.net>]  
**Sent:** Tuesday, January 12, 2016 11:06 AM  
**To:** Ara Heinz  
**Cc:** Brad Clark ([Brad.Clark@BBandT.com](mailto:Brad.Clark@BBandT.com)); Robbie Ferris  
**Subject:** Re: FFEP Insurance docs

Brad & Robbie - can you help Ara track down your certificates?

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[www.childs-halligan.com](http://www.childs-halligan.com)

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Mr. Powell,

Hi! Hope your new year has started off well.

I'm hoping you can help me with some documentation that I'm looking for concerning the FFEP contracts. I do not show where we have received any certificates of insurance or proof of insurance from FFEP. I have the signed contracts including Exhibit B which references the insurance, but I don't have any actual proof of insurance. I know that there were all sorts of discussions in November/December about insurance coverage and possible meetings, but I think that mostly had to do with additional Builder's Risk coverage. In all of those discussions, were copies of the certificates of insurance or the policies required to be maintained by FFEP sent to you? I need the documents for my files, and I'm hoping you have them. If not, I'll contact Mr. Ferris.

Hope all is well with you!

Regards,

*Ara*

Ara Heinz | Procurement Services | P: 843/488-6930  
Horry County Schools | 335 Four Mile Rd. | Conway, SC 29526  
Website: [Procurement.horrycountyschools.net](http://Procurement.horrycountyschools.net)  
<image001.png>

## Sheri L. Wainscott

---

**From:** Keith R. Powell  
**Sent:** Thursday, March 24, 2016 1:53 PM  
**To:** Robbie Ferris (RFerris@sfla.biz)  
**Subject:** HCS

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Robbie –

HCS is going to send you a letter about pre-mobilization general conditions billing at SMS and about establishing proof of delays. Remember this concept of costs incurred on both design and construction all in one contract is new to them, and varies at points from their typical experience handling pay applications with a separate architect certification prior to owner acceptance. They have had a ton of questions about your pay applications and as a result I have tried to nail down (in the letter coming soon) the contract framework for key points that are going to come up repeatedly.

I'm writing to you directly in advance to say I'm happy to run through it with you before FFEP reacts to it. Perhaps we may then arrange a (hopefully small and focused) joint meeting with you and your contractors' billing people and HCS's contract administration staff, just to clarify everything and set clear expectations for how much backup they want on things. I also think this apprehension will get better with time and experience establishing a "groove" pay applications can fit into, and once mobilization at SMS occurs.

I have a spring break trip with the family starting tomorrow until next Friday. We can talk then or you can reach me sooner if necessary.

Keith R. Powell  
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## Sheri L. Wainscott

---

**From:** Keith R. Powell  
**Sent:** Monday, April 04, 2016 2:30 PM  
**To:** Robbie Ferris (RFerris@sfla.biz)  
**Subject:** FW: Applications for Payment

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Robbie – I think that's a good tone and I'm glad you called me last week. The powder magazine at Colonial Williamsburg is still standing and has very function-specific rooms in its 3 stories and octagonal shape – made me think of all you architects when I was in it.

I'm checking to see if they want to take this up tomorrow or Wednesday. Apparently Dr. Maxey can only do Wednesday, so they might what to set aside the specific issues in the letter until he can be there. I told them I can be at either or both.

Did you ever receive the e-mail I sent you giving the heads up on the district's letter? In any case, I really hope things can get in a groove soon about how progress and time are going to be demonstrated and established.

Keith R. Powell  
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**From:** Robbie Ferris <RFerris@sfla.biz>  
**Date:** April 1, 2016 at 8:57:08 PM EDT  
**To:** Mark Wolfe <MWolfe002@horrycountyschools.net>  
**Cc:** Daryl Brown <DBrown002@horrycountyschools.net>, John Gardner <JGardner@horrycountyschools.net>  
**Subject:** RE: Applications for Payment

In response to your email sent on Thursday the 24<sup>th</sup>.

We would like to schedule a meeting for the afternoon of Monday April the 4<sup>th</sup> to discuss exactly what you require to release the payment applications. If the 4<sup>th</sup> does not work for you we can discuss the issues at our meeting on Tuesday. While we understand your concerns on some of the items we don't fully agree with some of the assertions made and feel all parties would be best served to sit down and develop a plan for moving forward.

Please let us know at your earliest convenience what time is best for you so we can organize our schedules.

Thanks  
Robbie

**From:** Mark Wolfe [mailto:MWolfe002@horrycountyschools.net]  
**Sent:** Thursday, March 24, 2016 5:06 PM  
**To:** Robbie Ferris

**Cc:** Daryl Brown; John Gardner  
**Subject:** Applications for Payment

Robbie,

Please review the attached letter with your team and provide us with the information requested in order to process the current applications for payment.

As you may recall, HCS begins Spring Break tomorrow and we will return to the office April 4, 2016. Please have this information to me by then and we will proceed with review of the current applications.

Thank you,  
Mark

Mark A. Wolfe, RLA | Executive Director of Facilities  
Horry County Schools | Facilities | 1160 E. Highway 501 | Conway, SC 29526  
P: 843/488-6967  
Email: [mwolfe002@horrycountyschools.net](mailto:mwolfe002@horrycountyschools.net)  
Website: [www.horrycountyschools.net](http://www.horrycountyschools.net)



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## Sheri L. Wainscott

---

**From:** Keith R. Powell  
**Sent:** Monday, April 04, 2016 3:10 PM  
**To:** Robbie Ferris (RFerris@sfla.biz)  
**Subject:** RE: Applications for Payment

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Is Wednesday at 2 ok? I guess they don't think there is a meeting tomorrow. I don't know but if you're OK with 2 on Wednesday let's meet then and get it done.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
www.childs-halligan.com  
(803) 254-4035

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**From:** Keith R. Powell  
**Sent:** Monday, April 04, 2016 2:30 PM  
**To:** Robbie Ferris (RFerris@sfla.biz)  
**Subject:** FW: Applications for Payment

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**From:** Robbie Ferris <RFerris@sfla.biz>  
**Date:** April 1, 2016 at 8:57:08 PM EDT  
**To:** Mark Wolfe <MWolfe002@horrycountyschools.net>

**Cc:** Daryl Brown <[DBrown002@horrycountyschools.net](mailto:DBrown002@horrycountyschools.net)>, John Gardner  
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Thank you,  
Mark

Mark A. Wolfe, RLA | Executive Director of Facilities  
Horry County Schools | Facilities | 1160 E. Highway 501 | Conway, SC 29526  
P: 843/488-6967  
Email: [mwolfe002@horrycountyschools.net](mailto:mwolfe002@horrycountyschools.net)  
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**Sheri L. Wainscott**

---

**From:** Robbie Ferris <RFerris@sfla.biz>  
**Sent:** Tuesday, April 05, 2016 10:36 PM  
**To:** Keith R. Powell  
**Subject:** Re: Applications for Payment

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Keith, I apologize for getting to this so late. I told Mark I cannot meet on Wednesday however I have discussed this in detail with Ryan and Ryan can meet on Wednesday

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**From:** Keith R. Powell  
**Sent:** Monday, April 04, 2016 2:30 PM  
**To:** Robbie Ferris ([RFerris@sfla.biz](mailto:RFerris@sfla.biz))  
**Subject:** FW: Applications for Payment

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**Sheri L. Wainscott**

---

**From:** Keith R. Powell  
**Sent:** Thursday, April 07, 2016 12:47 PM  
**To:** Robbie Ferris  
**Subject:** RE: Applications for Payment

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

I think we had a productive meeting and Mark & Ryan are on the same page. Everybody on this project (especially you and the general contractor principals) has an ex officio second hat as the Public Relations team for the projects, and every paper that goes to the district will someday be public under FOIA. Mainly I want a reporter who eventually gets those documents to be able to understand what happened and to get the story right the first time she or he writes it – such as a simple explanation of what “grub” is and why rain and mud slow it down - attached to the time requests for weather days – so that at the end there is a nice file fully explaining everybody’s “due diligence” on admin issues, especially for Contract Time extensions and any associated extra overhead. We on the inside of this undertaking all know most of the lingo and the types of things the universe can do to the best laid plans for any construction project – and certainly Ryan and Mark do - but we’ve also got to make sure there are in-file explanations simple enough for a lay person or board member with no industry savvy, so that everybody is using the district’s project file to tell the clear, simple narrative of inevitable success even if there are obstacles that had to be overcome.

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**Sheri L. Wainscott**

---

**From:** Keith R. Powell  
**Sent:** Tuesday, November 03, 2015 2:55 PM  
**To:** Robbie Ferris  
**Cc:** Ara Heinz  
**Subject:** Prices needed

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Robbie - can you send Ara and me your 5 prices so she can issue the notice of intent forms today before 5?

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# Capital - Facility Plan

11 Year Plan - Cash Flow

New Projects per Board Request 01/20/14

Dated: 10/22/2014



FAST TRACK (ISSUE APPROXIMATELY 166,800,000 IN BONDS/BANKS)

| Current Board Approved Project List              | Total              | Proposed Completion Date | Notes  |
|--|--------------------|--------------------------|--|
| Addition & Renovation - NMH Middle               | 1,000,000          | August 2015              |  |
| Addition & Renovation - Michael Elementary       | 11,000,000         | August 2015              |  |
| Replace H.C.E.                                   | 4,000,000          | August 2015              |  |
| New Intermediate (H. J. Jones)                   | 31,100,000         | August 2017              |  |
| New Middle (Carrolla Forest)                     | 30,750,000         | August 2017              |  |
| Replace Houston Elementary                       | 25,000,000         | August 2017              |  |
| New Middle (Mylie Beach)                         | 30,750,000         | August 2017              |  |
| Addition & Renovation - Ayres Middle             | 2,500,000          | August 2015              |  |
| New Middle (Hickory)                             | 31,100,000         | August 2017              |  |
| Renovation - NMH I                               | 10,000,000         | August 2015              |  |
| Support Space & Building Modifications           | 67,000,000         | Annual (Fisc. June 2024) | \$2,741,667 not added                                |
| Sustained Projects                               | 72,000,000         | Annual (Fisc. June 2024) | \$1,361,111 not added                                |
| Unplanned Projects or Maintenance Repair         | 10,000,000         | Annual (Fisc. June 2024) | \$1,111,111 not added                                |
| Property Acquisitions                            | 4,000,000          | August 2015              |  |
| Capital Administration                           | 20,000,000         | Annual (Fisc. June 2024) | \$1,361,667 not added                                |
| Misc. Equipment                                  | 6,000,000          | Annual (Fisc. June 2024) | \$1,111,111 not added                                |
| Technology                                       | 85,000,000         | Annual (Fisc. June 2024) | 4,161,111 FY 15 not added, 4,161,111 FY 16 not added |
| Additional Funds for Energy Saving Modifications | 13,040,076         | August 2017              | May be delayed, 31,000,000 in 2015/16/17             |
| <b>Total Facility Capital Plan</b>               | <b>466,840,076</b> |                          |  |

| Proposed Funding Plan                  | Total              | Approximate Issue Date | Notes                            |
|--|--------------------|------------------------|----------------------------------|
| Sales Tax After Available Debt Service | 331,552,371        |                        | Total to be raised June 21, 2024 |
| Eight Percent Bond Proceeds            | 73,900,000         | 2015-16                | Fisc. Cal 2015-24                |
| Eight Percent Bond Proceeds            | 82,910,000         | 2016-17                | Fisc. Cal 2016-24                |
| <b>Total Funding Plan</b>              | <b>488,472,371</b> |                        |                                  |

Balance on June 30, 2024 23,832,296

Sales Tax After Available Debt Service 2024-25 (Penny Sunset) 63,600,000

Balance on June 30, 2026 77,432,296

\* Sales Tax receipts and Debt Service Millage are based on historical results and projected assumptions. These numbers could fluctuate over time and over the numbers above.

**Sheri L. Wainscott**

---

**From:** Louis Batson <lpb3@bainc.com>  
**Sent:** Thursday, February 19, 2015 7:15 PM  
**To:** William F. Halligan; Keith R. Powell  
**Subject:** Batson markup HCS RFQ  
**Attachments:** 20150219\_191447.pdf



February \_\_\_\_, 2015

**NOTICE TO POTENTIAL PROPOSERS**  
**REQUEST FOR QUALIFICATIONS FOR DESIGN-BUILD DELIVERY**  
**OF NEW SCHOOL FACILITIES**

The Horry County Board of Education (the District) is soliciting qualifications from firms to perform Design-Build delivery of Carolina Forest, Myrtle Beach and Socastee Middle Schools, St. James Intermediate/Middle and Socastee Elementary School as High Performance – Energy Positive Schools. Scaled responses shall be received in accordance with the information provided in this Request for Qualifications (RFQ) instruction manual. On the basis of the RFQ, a short-list of respondents will receive a Request for Proposal ("RFP") as the second step in this solicitation competition.

Qualification packages are due by 2:00pm on \_\_\_\_\_ at the Horry County Schools District Office located at 335 Four Mile Road, Conway, South Carolina 29526.

~~It is important that you follow the proposal format for submission of your resumes/qualifications exactly as requested in the RFQ manual. This will help ensure that your package is considered responsive.~~

Questions pertaining to this solicitation must be directed to \_\_\_\_\_, via email address

\_\_\_\_\_ no later than 12:00 pm EST on \_\_\_\_\_. The District will not respond

to late questions submitted or verbal inquiries.

**HORRY COUNTY SCHOOLS**

Procurement Officer



## TABLE OF CONTENTS

- I. Request for Qualifications
- II. Table of Contents
- III. Summary of Services Required
- IV. Definitions
- V. Proposal Instructions
- VI. Special Instructions
- VII. Information for Offerors to Submit
- VIII. Evaluation Criteria
- IX. Official Submission Form

### III. Summary of Services Required

#### 1.1 Purpose of Procurement

- 1.1.1 Horry County Schools ("HCS") will undertake the design and construction of five schools pursuant to this solicitation, pursuant to the HCS's Board's November 12, 2014, motion "to proceed with new procurements for Carolina Forest, Myrtle Beach and Socastee Middle Schools, St. James Intermediate/Middle and Socastee Elementary School as High Performance – Energy Positive Schools." As used in this solicitation:

- "Energy Positive" means the total amount of energy used by the building on an annual basis is less than the amount of renewable energy created on the site.
- "High Performance" means a building that integrates and optimizes on a life cycle basis all major high performance attributes, including energy conservation, environment, safety, security, durability, accessibility, cost-benefit, productivity, sustainability, functionality, and operational considerations.

- 1.1.2 The delivery method for this project will be Design-Build (D-B). Selection of professional construction services will be by Qualification Based Selection. The Design-Builder, as the sole entity responsible for design and construction services, will have a fiduciary role and responsibility to the HCS. The Design-Builder must act in the best interests of the HCS, using their best efforts to perform the project in an expeditious and cost-effective manner consistent with the HCS's program of requirements and budget for both the design and construction of the project. The Design-Builder will be under contract to provide both design and construction services, including initiation, planning, design, and construction services necessary to deliver a completed facility to the HCSs for occupancy. The Design-Builder shall hold all design professional, trade contractor, and trade supplier contracts. The Design-Builder shall develop an overall project schedule, which will be a contractual obligation. In addition, the Design-Builder will be responsible for methods of construction and safety, as well as for the scheduling and coordination of the work of all construction and miscellaneous contracts required for completion of the project within its predetermined budget and schedule.

- 1.1.3 The Design-Builder will be responsible for comprehending the HCS design requirements that will be presented in RFP provided to the Short Listed firms. The Design-Builder is responsible for accurately translating these requirements and incorporating all into complete construction documents. With these, the Design-Builder will deliver a finished facility to the satisfaction of the HCS's design requirements.

- 1.1.4 Independent Peer Review – An independent peer review will be performed by a consultant or by utilizing HCS personnel. HCS is responsible for the cost of independent peer review.

#### 1.2 Project Objectives

- 1.2.1 The Design-Builder will be responsible for comprehending the HCS's Design requirements, accurately translating those requirements into a Basis of Design, and incorporating all into complete construction documents. With these, the Design-Builder will deliver a finished facility in satisfaction of the HCS design requirements. The Design-Builder will be responsible for period of systems optimization and commissioning support, shall achieve an energy-positive state of performance during this period, and provide an energy performance guarantee as part of the design build agreement. The relevant period will be addressed in the "design requirements" issued with the Request for Proposals.

- 1.2.2 It is the responsibility of each respondent to examine the entire RFQ and review its response for accuracy before submitting their qualifications. Once submission deadlines have passed, all responses will be final. The HCS may request clarification from any individual respondent relative to their response, and reserves the right to ask for additional information from all parties that have responded with their qualifications. Each respondent must describe experience if there are multiple firms proposed as one team.

#### 1.3 Project Assumptions

- 1.3.1 HCS recognizes that the Design-Build delivery method often involves project-specific special purpose entities, joint ventures, or other multi-party arrangements between or among firms to combine design, construction management, and construction capabilities. While the HCS does not wish to limit the kinds of arrangements private parties may undertake in order to assemble qualifications to perform the scope of work and meet standards of responsibility for this procurement, the HCS does expect each respondent to have in place sufficient bonds, guarantees, irrevocable letters of credit, and/or other forms of security in favor of the HCS to establish responsibility in the procurement process, during the project, and during the warranty and initial operations periods.
- 1.3.2 The Design-Builder will employ the designer of record (DOR) for all regulatory purposes.
- 1.4 **Special Definitions of Terms (see also "IV. Definitions")**
- 1.4.1 "Design-Build" refers to the construction project delivery method in which, among other things, the HCS holds a single contract with a business entity that has responsibility both to design and to construct a project, and that holds the trade contracts.
- 1.4.2 "Design Professional" and "Designer of Record" both refer to the project's architect. The Design Professional is an integral part of the Design-Builder entity under single contract with the HCS. *and engineers*
- 1.4.3 "Building Commissioning" refers to a formal and systematic process of documentation, adjustment, testing, verification, and training, focused on quality assurance and performed specifically to ensure that the finished facility operates in accordance with the HCS's documented design requirements and the construction documents.
- 1.4.4 "Commissioning Provider" refers to the entity or person providing building commissioning services for a project.
- 1.4.5 "Design requirements" are the written description of the infrastructure facility to be procured ... including: (a) required features, functions, characteristics, qualities, and properties that are required by the [HCS]; (b) the anticipated schedule, including start, duration, and completion; and (c) estimated budgets as applicable to the specific procurement, for design, construction, operation, and maintenance. The design requirements may, but need not, include drawings and other documents illustrating the scale and relationship of the features, functions, and characteristics of the project." S.C. Code § 11-35-2910(10).
- 1.4.6 "Independent peer review" is the function of confirming that the key elements of the professional engineering and architectural design provided by the design-builder conform to the applicable standard of care. S.C. Code § 11-35-2910(11).
- 1.4.7 "Proposal development documents" means "drawings and other design-related documents that are sufficient to fix and describe the size and character of an infrastructure facility as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate to the applicable project delivery method." S.C. Code § 11-35-2910(14). These will be submitted in response to the Request for Proposal.

## 2.1 Building Program

- 2.1.1 Contract documents will be published with the design requirements.
- 2.1.3 HCS's Building Program information is posted on the HCS web page at [http://www.horrycountyschools.net/pages/Horry\\_County\\_Schools/3352373296737269426/Support\\_Services/Facilities\\_III](http://www.horrycountyschools.net/pages/Horry_County_Schools/3352373296737269426/Support_Services/Facilities_III) (from the home page, choose "Departments" and then choose "Facilities" to navigate to this page). Important information is posted there including:
- "Board Approved Capital Plan"

- "New Construction Conceptual Designs"
- "Educational Specifications" provided, however, that references to HCS consultations and the role of energy modeling will be modified for consistency with the design-build delivery method. The "high-performance" and "energy positive" systems and features of the selected proposal development documents may be subject to further development with HCS staff, prior to proceeding to construction documents, to fine-tune the design's safety, security, durability, accessibility, cost-benefit, productivity, sustainability, functionality, and operational considerations.

## 2.2 Selection Process

- 2.2.1 Only if a firm is shortlisted will it be invited to respond in a separate proposal to the Request for Proposal (RFP).
- 2.2.2 Selection Committee. The Selection Committee will review, evaluate and rank qualification submissions, and select entities to proceed to the RFP step.
- 2.2.3 Shortlisting, Proposals, Interviews Selection of the Design-Builder will be a multi-step process:
- 2.2.3.1 Initial Written Submittal (Qualifications Statements) The Selection Committee will receive and review statements of qualifications and performance data in response to the RFQ. The Selection Committee will evaluate all entities against a set of criteria to determine which firms are most qualified and suited for this particular project. Qualifications alone will narrow the field to a shortlist. There may be more than one shortlisting and proposal process if the District determines to divide the projects into subgroups.
- 2.2.3.2 Written Proposals (Responses to Request for Proposal). After the shortlisted firms have been notified, the Request for Proposal will be posted to the HCS website. Only shortlisted firms shall prepare and submit proposal development documents.

## 2.3 Pre-proposal Conference

There will be a pre-proposal conference for the shortlisted firms. Details about this pre-proposal conference will be posted to HCS website at the appropriate time.

## 2.4 Scope of Work Overview

- 2.4.1 The Design-Builder's services shall conform to recognized standards of professional practice. The contract will outline the scope of work. The work shall include a Design Development phase, and a Construction Phase.
- 2.4.2 During the Design Development Phase, the Design-Builder will take full professional responsibility, through its Designer of Record, to create construction documents that satisfy the HCS's design requirements. To the extent professionally responsible, the Design-Builder will overlap the Design Development and Construction Phases when components are conducive to early construction starts.
- 2.4.3 Design-Builder will be responsible for the following things, without limitation:
- Methods of construction
  - Safety programs
  - General conditions
  - Securing all required local, state and federal permits and approvals
  - Prequalification of potential subcontractors
  - Procurement of all work
  - Certification of work-in-place
  - Monthly payment requests
  - Coordination and scheduling of all work of all construction contracts and miscellaneous contracts required for the completion of the project within the predetermined budget and schedule

- Post-Occupancy services as necessary to support building commissioning and to conform project performance to the HCS design requirements for “energy positive” and “high performance” schools.

[REDACTED]

?

#### IV. DEFINITIONS

Following are definitions of terms used in the *Proposal Instructions*. These definitions are not entire, plenary, or exhaustive of all terms used. Terms may be defined where used, in the District's Procurement Code, or may be subject to normal and usual interpretation in the context used.

1. **Addenda:** Written or graphic instruments issued by the District prior to the RFP submittal date and time which modify or interpret the RFP instruction manual, postpone the RFP submittal date and time or withdraw the RFP. Only those additions, deletions, corrections or clarifications in writing in the addenda are contractually binding.
2. **Architect/Engineer:** Any individual or entity legally qualified to practice architecture or engineering in South Carolina.
3. **Board:** The Horry County Schools Board of Education
4. **Buyer:** Designee of the District Procurement Coordinator assigned to officiate the solicitation process for construction work or other related services.
5. **Change Order:** Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
6. **Contract Agreement:** The written and executed *Contract Agreement* between the District and the Contractor for purposes of performing the work identified in the Contract Documents at the agreed upon contract price during the agreed upon contract time. The executed *Contract Agreement* supersedes any prior negotiations, representations, or agreements, whether written or oral, unless incorporated in the *Contract Agreement* by reference to supplementary documents, or through execution of a *Change Order*. The contract between the District and the Contractor is not to be construed as an agreement between the District and any subcontractor, material or equipment supplier, or any other individuals or entities enjoined to the Contractor for purposes of contract execution.
7. **Contract Documents:** Documents including all terms and conditions, any referenced drawings and specifications related to the project and integral to the performance of the work, and any *Change Order* (or directive) executed after contract execution. *C.O. (change order, details, directives, necessary to describe)*
8. **Debarred:** The disqualification of an individual or entity from bidding on or being awarded a contract by the State of South Carolina or any other governmental entity for a specified period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. Any individual or entity debarred by the State of South Carolina or other governmental entity is ineligible to bid on or accept any contracts with the District under the debarred name or any other name.
9. **Design services:** Architect-engineer, construction management, or land surveying services as defined in Section 11-35-2910 of the South Carolina Consolidated Procurement Code
10. **District:** Horry County Schools as represented by its Board of Education, Superintendent, management staff, procurement officials, employees, or other authorized representatives or agents. Designated representatives who are not employed by the District or who do not serve on the Horry County Schools Board of Education may be any individual or firm who, through a contractual agreement, are designated to serve in an official capacity on behalf of the District.
11. **Entity:** Any business, corporation, partnership, sole proprietorship, joint stock company, joint venture, or any other legally formed organization.
12. **Equipment:** The hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the operation and maintenance of the equipment being acquired. The terms "Product" and "System" are used interchangeable with the term "Equipment".

13. **Informality or Irregularity:** A solicitation requirement not fully complied with by the Offeror, waived by the District or allowed to be corrected when it is merely a matter of form or an immaterial variation from the exact requirements of the *Proposal Instructions* having no effect or negligible effect on total bid price, quality, quantity or delivery of supplies or performance of the contract and for which the waiver or correction would not be prejudicial to the relative standing of the other bidders.
14. **May:** The word "may" or other such words or phrases used anywhere in the Contract Documents indicates a request or recommendation that is adhered to by the Offeror at his/her choice whether in the negative or the affirmative.
15. **Minority or Woman Owned Business:** Means a small business concern that is at least fifty-one percent (51%) unconditionally owned by one or more individuals who are both socially and economically disadvantaged or are women or a publicly owned business having at least fifty-one percent (51%) of its stock unconditionally owned by one or more socially and economically disadvantaged individuals or by women.
16. **Notice of Intent to Award:** A written notice of the District's acceptance of an Offeror's proposal and the intention to award a contract. The *Notice of Intent to Award* is mailed to all bidders and posted at <http://apps.hcs.k12.sc.us/apps/protracl/>. The *Notice of Intent to Award* is not an authorization for commencement of work but only serves as a notice of the District's intention to enter into a contract. A *Notice of Intent to Award* may be cancelled prior to the execution of a contract.
17. **Offer:** The proposal submitted in response to this solicitation. The term "Proposal" is used interchangeably with the term "Offer".
18. **Offeror:** The single legal entity submitting the offer.
19. **Official Submission Form:** A form furnished by the District to be completed and signed by an authorized representative of the proposing entity and submitted by the proposal opening date and time.
20. **Pre-proposal Conference:** A meeting for potential offerors and District representatives to view and/or discuss the conditions under which the work is to be performed, which shall be confirmed in a subsequent *Addendum*. Normally the pre-proposal conference is voluntary (non-mandatory) unless otherwise stated in the *Request for Proposals*; however, Offerors are responsible for getting the issued addendum following the conference. If the pre-proposal conference is designated as mandatory in the *Request for Proposals*, only those proposals from those offerors represented at the mandatory conference shall be considered.
21. **Principal:** Officers, directors, owners, partners, and individuals having primary management or supervisory responsibilities within a business entity, including project directors, financial officers or other such key personnel.
22. **Project:** The total scope of work to be performed as provided in the Contract Documents whether performed by one or more contractors, subcontractors or the District itself. (Also referred to as the "work," the "work to be performed" or other such terms.)
23. **Proposal Instructions:** A set of instructions, contract documents, forms and other such data intended to describe the services to be performed and the conditions under which a response is to be submitted and a contract awarded. A corresponding name and solicitation number identifies the solicitation instruction manual.
24. **Representative:** An authorized designee of an individual or entity with formal responsibilities as specified by contract or employment agreement.
25. **RFQ (Request for Qualifications):** The announcement soliciting responses from individuals or firms on the basis of demonstrated competence and qualification for the particular type of services required.
26. **Shall:** The word "shall" or "must" or other such words or phrases used anywhere in the Contract

Scope of Work ?

Documents indicates a mandate that must be adhered to by the Offeror, Contractor, Architect/Engineer or District, whether in the negative or the affirmative.

- 27. **Software:** All related materials and documentation whether in machine readable or printable form.
- 28. **Solicitation:** This document, including all its parts, attachments and any Addenda.
- 29. **Subcontractor:** An individual or entity, who is properly licensed to do business in the State of South Carolina, having a direct contract with the Contractor to perform a portion of the work described in the Contract Documents. Any reference to subcontractor also includes any representatives, agents, or employees of the subcontractor or any other entity enjoined to the subcontractor to perform any work in relation to the project.
- 30. **Submittal and Public Opening Date and Time:** The date and time established in the RFP or subsequent addenda for receipt of sealed responses.
- 31. **Suspension:** Disqualification of an entity to submit a bid or receive an award of a contract from the State of South Carolina or other governmental entity for a designated period of time pending the completion of an investigation and any legal proceedings that may ensue because the entity is suspected, upon probable cause, of engaging in criminal, fraudulent, seriously improper conduct or the failure or inadequacy of performance.
- 32. **Taxpayer Identification Number (TIN):** Means the number required by the Internal Revenue Service to be used by the Bidder or Contractor in reporting income tax and other returns. (A Federal Identification Number or Social Security Number.)

*End of Definitions*



## V. PROPOSAL INSTRUCTIONS

1. **Offeror Representations:** By signing and submitting a proposal, the proposing company's (the Offeror's) Principal represents he/she has read and understands these *Proposal Instructions*. The Offeror's principal certifies the proposal submitted is based upon the services required.
2. **Offeror Licensing:** The Offeror's principal represents the Offeror has met the licensing requirements for the State of South Carolina, is not debarred or suspended by any governmental entity or the State of South Carolina, and is eligible to submit a proposal to and perform the scope of work for Horry County Schools ("the District"). The Offeror further represents all subconsultants/subcontractors stated on the *Official Submission Form* or subsequently enlisted to perform a portion of the work outlined in the Contract Documents also meet all licensing requirements of the State of South Carolina as may be required, and are not debarred or suspended from submitting a bid or performing construction services for any governmental entity or the State of South Carolina. Offerors and their subconsultants/subcontractors are advised the District shall report Contractor Licensing Law violations to the S.C. Contractors' Licensing and Regulations Board.
3. **Proposal Documents:** Any potential Offeror is solely responsible for obtaining a complete set of solicitation Documents (*Proposal Instructions*, addenda and forms) as issued by the District from the posted source(s) as directed in the *Request for Qualifications*. The availability of these documents does not confer a license or grant permission for any other use of any portion of the solicitation Documents or Contract Documents.
4. **Pre-Existing Site Conditions:** Before submitting a proposal, the Offeror shall carefully review all documents and examine the worksite (if needed) in conjunction therewith to ascertain site conditions affecting the performance of the work.
5. **[number not used]**
6. **Addenda:** No addendum shall be issued later than four (4) days prior to the proposal opening date except to a) withdraw the *Request for Qualifications*, or b) to postpone the proposal opening date and time. When an addendum is issued for the purposes of postponing the proposal opening date and time, the addendum shall establish the new proposal opening date and time no earlier than five (5) days after the addendum issue date. Addenda shall be posted on the on-line source(s) stated in the *Request for Qualifications*. An Offeror shall acknowledge receipt of all addenda issued by identifying the addendum number and the date of issuance with the Offeror's initials in the spaces provided on the *Official Submission Form* or the proposal shall be found non-responsive in accordance with the District's Procurement Code.
7. **Authorization of Offeror:** The legal name of the Offeror and the signature of the Offeror's Principal shall be affixed on the *Official Submission Form* and other documents requiring signature as part of the proposal submission along with required notarizations. A proposal submitted by an agent shall have a current written power of attorney attached certifying the agent's authority to bind the Offeror. Unsigned submission forms shall render the proposal non-responsive in accordance with the District's Procurement Code.
8. **Official Submission Form:** To assist in the comparison of responses submitted, all proposals shall be submitted on the District's *Official Submission Form* or an identical copy and in the format requested in the *Official Submission Form* or the proposal may be considered non-responsive and, therefore, not considered. To ensure a proposal is considered responsive, a) all blanks or information requested shall be completed in ink or by typewriter or computer, b) all blanks or information requested on the official submission form shall be completed in full or have inserted in the blank the words "N/A" (not applicable) or "none" or other such designation, c) formatting of responses as requested in the *Official Submission Form* shall be adhered to; d) all issued addenda shall be acknowledged; and e) all insertions, alterations and/or erasures shall be initialed by an official representative of the Offeror. Any modification to the requirements of the Contract Documents or any other Offeror conditions may render the proposal non-responsive in accordance with the District's Procurement Code.
9. **Submitting Confidential Information:** Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however the Offeror must invoke this protection by doing so in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or

underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. Marking the entire response or substantial portions of the response as proprietary shall not be honored by the District and may result in the response being found non-responsive, and therefore, not considered.

10. **Subcontractor Disclosure:** The successful Offeror will be the primary point of contact with regard to meeting of all requirements of the *Request for Qualifications* and any subsequent contract. Where Offerors do not have the in-house expertise or manpower to provide all the services requested, subcontracting may be permitted, with full disclosure in the response and approval of the District. Disclosure of subcontractors after contract award is not acceptable. Any Offeror, whose response includes subcontractors, is required to act as the primary administrative contact for services to be performed by those subcontractors and must assume full responsibility for the risk/liability, delivery and quality of such services performed. The District shall have the right to request removal and/or replacement of any subcontractor that cannot perform to the District's standards. The Offeror shall identify specifically the District's contractual obligation to any subcontractor of the Offeror. The District must be assured that any proposed subcontractors can perform the work to the desired quality and in a timely manner; therefore, names and qualifications of any potential subcontractors recommended to the District must be disclosed in the response.

11. **Subcontractor Substitution:** The District shall have the right to reject any subcontractor that ordinarily appears to meet the requirements but, unknown to the Offeror, is not acceptable to the District. Substitution of an unacceptable subcontractor shall be in accordance with the District's Procurement Code. If the Contractor lists a subcontractor who, at the time the bid was submitted, was not sufficiently licensed under State law to perform the work for which it was listed as the subcontractor, the bid shall be considered non-responsive unless allowed by the District under Paragraph 17.

12. **Use of Minority and Economically Disadvantaged Subcontractors:** The District encourages the Bidder's use of minority-owned and women-owned businesses as subcontractors provided they meet all the requirements of the *Proposal Instructions*, as applicable.

13. **Receipt of Qualifications:** Qualification packages shall be received at the location stated in the *Request for Qualifications* no later than the date and time published in the *Request for Qualifications*, as they may be amended by any addendum. Timely submission of a fully completed qualifications package is solely the responsibility of the Offeror. It is the Offeror's responsibility to synchronize submission time with the District's official clock at the opening location to avoid late submissions.

14. **Ownership of Materials:** All materials submitted in response to the *Request for Qualifications* shall become the property of the District. The original response submitted shall be retained for the official files, and it along with the redacted copy shall become a public record after award and shall be open to public inspection upon request under the Freedom of Information Act. All other copies of the response submitted may be destroyed after an award is made.

15. [number not used]

16. **Withdrawal or Modification of a Response:** A response shall not be modified, withdrawn or cancelled by the Offeror during the sixty (60) calendar days immediately following the public opening date and time as stated in the *Request for Qualifications* or any subsequent addenda as may be provided for in the District's Procurement Code. Any District request for clarification or additional information regarding a response shall not be considered as authorization to amend any portion of the initial response.

Prior to the public opening date and time, a proposal may be modified or withdrawn by notice to the District's Buyer listed in the *Request for Qualifications*. Such notice shall be in writing with the signature of the Offeror that signed the original response and shall be mailed, hand delivered, or sent via express carrier in a sealed envelope to arrive no later than the submittal and public opening date and time.

17. **Right of Waiver:** In accordance with the District's Procurement Code, the District reserves the right to a) waive minor informalities or irregularities; b) reject any and all responses or any portions, thereof; c) reject any and all proposals offered or any portions thereof; and f) all other rights as provided in the District's Procurement Code or

this RFQ.

18. Non-Collusion Clause: By submitting a signed proposal, the Offeror certifies that he/she nor the firm represented nor any other employee or representative of the firm has divulged to, discussed with, nor compared the response submitted with any other Offeror or potential Offeror and has not colluded with any other parties to this competitive *Request for Qualifications*. The Offeror further certifies that he/she is not party to any collusive action or any action which may be in violation of any federal or state antitrust act, nor has the Offeror offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with the proposal to be offered to the District. Any and all proposals shall be rejected if there is any reason for believing collusion exists among the Offerors which may be a violation of Federal or State antitrust acts. The District may or may not, at its discretion, accept future proposals/bids for similar work from Offerors suspected of collusion.

19. Expenses: All costs associated with a) attendance at any pre-proposal conference(s) or other proposal meetings including pre-award interviews, b) worksite observations, c) preparation and presentation of a proposal, d) supplying any documentation required by the District for purposes of determining Offeror responsibility or in relation to any protest or appeal, or e) any other costs incurred prior to execution of a *Contract Agreement* is solely the responsibility of the Offeror.

*End of Proposal Instructions*

## VI. PROPOSAL SPECIAL INSTRUCTIONS

1. **Interpretations and Clarifications:** Requests for additional information or questions regarding error, omission or clarification of any portion of the Solicitation Documents or the Contract Documents, shall be submitted in writing to the District Contact Person stated in the *Request for Qualifications* by e-mail or facsimile no later than five (5) days prior to the bid opening date and time as may be amended. Any interpretations, corrections, or changes to the Solicitation Documents or the Contract Documents made in any other manner than by a written addendum shall not be binding, and Offerors shall not rely upon them.
2. **Communication with District Officials:** Potential and actual Offerors (including any subcontractors or sub-consultants) shall ~~NOT~~ contact members of the School Board or the District Selection Committee at any time during the submission, evaluation, and/or selection process with the purpose of influencing the outcome of the competition. All communication concerning the solicitation shall proceed through the Horry County Schools Office of Procurement Services.
3. **Qualifications Submission:** Proposals delivered orally or via telephone, telegraph, e-mail, facsimile, or other such methods are not sealed proposals and are unacceptable. Proposals submitted in any other way than as required in these *Proposal Instructions* shall be considered non-responsive in accordance with the District's Procurement Code. In addition, proposals shall be submitted in the English language and in U.S. dollars, unless otherwise permitted by the solicitation.
4. **Sealed Proposal Packaging:** The documents required for proposal submission shall be enclosed in a sealed, opaque envelope before delivery, mailing, or insertion into any express carrier envelope or packaging. The exterior of the sealed, opaque envelope shall be clearly marked with a) the solicitation name and project/solicitation number, b) the Offeror's name and address, and c) the words "SEALED QUALIFICATIONS" in bold print. The Offeror shall assume full responsibility for the correct packaging and identification of the sealed proposal to prevent exposure of proposal pricing prior to the official proposal opening date and time. Any ~~pre-mature~~ opening of a proposal shall be handled in accordance with the District's Procurement Code.
5. **Discussion with Responsive Offerors:** During the review process, the District shall have the right to request from the Offeror any other information or evidence it deems necessary for evaluation of the proposals and relevant to the any one or more of the evaluation factors. The failure of any Offeror to promptly provide such requested information shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the proposal.
6. **Protest Procedure:** Any Offeror or potential Offeror who feels he/she has been aggrieved in connection with this solicitation, an addendum to the solicitation, or the subsequent award of a contract has a right to protest and to present an appeal, in writing, in accordance with the District's Procurement Code to the District's Procurement Coordinator within the required number of days from the date of the solicitation, an addendum or the award, whichever is at issue. A copy of the Procurement Code can be found on the District's website at [http://www.horrycountyschools.net/pages/Horry\\_County\\_Schools/3352373296737269426/Fiscal\\_Service/Procurement](http://www.horrycountyschools.net/pages/Horry_County_Schools/3352373296737269426/Fiscal_Service/Procurement).

How many?  
End of Proposal Special Instructions

## VII. Information for Offerors to Submit

Responses are limited to forty (40) standard (8½" x 11") pages (may be fewer) using a minimum of a 10-point font. Each side of paper with responsive material printed on it is its own "page" for purposes of this limit. The pages of the qualifications response must be numbered. A table of contents, with corresponding tabs in the body of the response, must be included as well to identify each section. Placing multiple tabs on a single page is perfectly acceptable. If more than one item in the table of contents can be started on the same page, you may do so and place all corresponding tabs on that page. To avoid unnecessary length, internal cross-references are encouraged where any particular information requested is adequately presented elsewhere in the response package. Any affidavits, certifications, or signed statements called for may be included in an appendix and will not count toward the page limit. Responses shall be portrait orientation.

Number of Copies to be Submitted: One (1) original, five (5) copies, and one (1) electronic copy. Bulky, ornate, and/or costly binding of the original response is not necessary or required. The original copy shall be so marked as "Original". Each shall be identical and include a transmittal letter. The transmittal letter will not count toward the page limit. The table of contents sheet and the tab sheets also do not count toward the page limit. The covers of bound documents do not count and should not be used to convey your response to the RFQ by means of printing on them. Responses should be concise, clear, and relevant. Costs incurred in responding to this RFQ is respondent's alone and the HCS does not accept liability for any such costs.

Magnetic Media – Required Format: PDF file format on a thumb drive labeled with Offeror's name and the solicitation number.

Submitting Redacted Offers: You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the Item entitled "Submitting Confidential Information". In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt (trade secret or proprietary information), i.e. a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should a) reflect the same pagination as the original; b) show the empty space from which information was redacted; and c) be submitted on magnetic media. (See Item entitled "Magnetic Media – Required Format".) Except for the redacted information, the thumb drive content must be identical to the original hard copy.

The HCS is not responsible for the proper or timely delivery of responses. Responses received after the deadline will not be considered whether delayed in transit or for any other cause whatsoever. Each firm is solely responsible for the accuracy and completeness of its response. Errors and omissions may constitute grounds for rejection.

Deliver the qualifications response to the following address:

RFQ for Design-Build Services, Solicitation # \_\_\_\_\_  
Office of Procurement Services  
Horry County School District  
335 Four Mile Road  
Conway, SC 29526

**Contents of RFQ Response:** The qualification package should contain the following information in the following order:

- 1 Official Submission Form.
- 2 Transmittal Letter / Statement of Interest.
- 3 Respondent's legal name and form of corporate entity, including state of residency and incorporation.
- 4 Name, firm, and SCLLR professional licensure information for the respondent's design professional of record and consulting design professionals.

- 5 Name, firm, and SCLLR professional licensure information for the respondent's construction contractor(s).
- 6 For all entities or persons listed in response to §§ 3 through 5, succinctly describe the history of the respondent, design professionals' firms, and construction contractor(s). Note any changes in legal or D/B/A name, mergers, acquisitions (in either direction), and other business-related changes sufficient to describe the responding entities' histories and continuity as going concerns in order to facilitate the evaluation of qualifications for this project.
- 7 For all entities or persons listed in response to §§ 3 through 5, identify any active, pending, or recently concluded (within three years of the response date) ~~litigation~~ *alternative dispute resolution?* concerning the performance of services on any construction project and explain.
- 8 For all entities or persons listed in response to §§ 3 through 5, list and briefly describe commercial and institutional projects completed in the past three years that also required design-build services.
- 9 For all entities or persons listed in response to §§ 3 through 5, give three references for whom the entity provided professional services of a nature and quality similar to those described herein, including the identity of the client (please include a current client contact person for reference purposes) and a brief description of project
- 10 For all entities listed in response to § 5 (construction contractor(s)), list three major trade contractor references, including at least one mechanical and one electrical trade contractor.
- 11 For all entities or persons listed in response to §§ 3 through 5, list:
- experience with projects involving renewable on-site energy production
  - experience with projects where the execution of the project included that entity's participation in the integration and optimization on a life cycle basis of energy conservation, environment, safety, security, durability, accessibility, cost-benefit, productivity, sustainability, functionality, and operational considerations
  - experience with post-occupancy services in support of building commissioning to conform project performance to design requirements
- 12 Financial Responsibility.
- For all entities or persons listed in response to §§ 3 through 5, list the contact persons, addresses, and telephone numbers for insurance carrier and agent.
  - For all entities or persons listed in response to §§ 3 through 5 who perform construction contracting, list the contact persons, addresses, and telephone numbers for bonding company and agent.
- 13 Personnel Capability. For all entities or persons listed in response to §§ 3 through 5, provide general information about the firm's personnel resources, including classifications and numbers of employees and the locations and staffing of relevant offices. Provide list of qualified and available personnel resources, identifying experience and ability for key personnel. The key personnel, at a minimum, are the proposed Designer of Record, supporting project architects and engineers, project superintendent, Design-Builder's project manager, project director, estimator, preconstruction manager, and the executive in charge. At this stage, firms may list more than one person qualified and available for the proposed project.
- 14 Relevant Project Experience of the Designer. Relevant project experience refers especially to facilities similar to this project, especially projects where the design responsibilities included ~~significant~~ "high performance" analysis, on-site renewable energy, and post-occupancy responsibilities pertaining to these features. Include information on proposed architect, mechanical engineer, electrical engineer, civil engineer, and structural engineer plus any proposed specialty consultants.
- Describe no more than six and no fewer than three projects in order of most relevant to least relevant that demonstrate capabilities to provide design services on these HCS projects.
  - For each project, include its name, location, function / program, services performed, and specifically address the following questions:

- 2
- objectivity!
- how did the project execution compare to the owner's expectations of cost, quality, and schedule?
  - Describe the owner's post-occupancy satisfaction with the project results.
- 15 Relevant Project Experience of the Construction Contractor(s). Relevant project experience includes similar building type using the Design-Build delivery method or performing as a prime contractor on similarly-scoped projects, especially projects featuring significant "high performance" elements, on-site renewable energy, and post-occupancy responsibilities pertaining to these features.
- Describe no more than six and no fewer than three projects in order of most relevant to least relevant that demonstrate capabilities to provide construction services on these HCS projects.
  - For each project, include its name, location, function / program, services performed, and specifically address the following:
    - how did the project execution compare to the owner's expectations of cost, quality, and schedule?
    - Describe the owner's post-occupancy satisfaction with the project results.
- 16 Statement of Why the Proposing Firm Should Be Short-Listed. This section provides each respondent the opportunity to provide specific information that differentiates it from others in the competition. This statement is limited to three pages.
- 5?

## VIII. EVALUATION CRITERIA

Initial Written Response Evaluation - factors from the RFQ will be the basis for selecting firms pre-qualified to submit a proposal for this project.

Evaluative Criteria – The Selection Committee will evaluate the responses based upon the criteria listed in the table below.

Relevant project experience which includes consideration of:

- experience with “energy positive” projects
- experience with “high performance” projects
- experience with Design-Build projects
- experience with projects of similar scope, budget and program
- experience with predesign and programming services
- experience with preconstruction and construction services
- experience on K-12 education projects

Depth of Resources/Personnel Capability

- Depth of resources with experience and ability, qualified and available for design professionals’ services.
- Depth of resources with experience and ability, qualified and available for Design-Builder construction contractor services.
- Depth of resources with experience and ability, qualified and available for post-occupancy period.

Proposer’s Responsibility including

- The history of client satisfaction, as well as the operating capacity, projected financial stability, and access to sufficient forms of performance security in favor of the HCS, during all phases of the project including post-occupancy, must provide HCS with comfort that its mid-project and long-term project expectations will be met with efficiency and professionalism.

*End of Evaluation Criteria*



OFFICIAL SUBMISSION FORM(S)



RFO # \_\_\_\_\_

Date of Offer: \_\_\_\_\_ Federal Identification Number: \_\_\_\_\_

Offeror Firm/Provider Name: \_\_\_\_\_

Offeror Mailing/Street Address: \_\_\_\_\_

Offeror City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

Name/Title of Principal: \_\_\_\_\_

Signature of Principal: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Principal's Email Address: \_\_\_\_\_

Please answer the following questions:

Are you certified as a MOB/WOB (minority owned business/woman owned business) by the State of South Carolina? ☐ Yes ☐ No If yes, provide certification number: \_\_\_\_\_

If no, would you qualify as a MOB/WOB based on the District's requirement of fifty-one percent (51%) ownership by a woman/women or person(s) of ethnic (non-white) origin? ☐ Yes ☐ No

Is the Principal on this cover sheet legally authorized to bind the Offeror? ☐ Yes ☐ No

Acknowledge receipt of all addenda issued:

|                    |                          |
|--------------------|--------------------------|
| Addendum No. _____ | Offeror's Initials _____ |
| Addendum No. _____ | Offeror's Initials _____ |
| Addendum No. _____ | Offeror's Initials _____ |

[END OF REQUEST FOR QUALIFICATIONS]

**Sheri L. Wainscott**

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**From:** Louis Batson <lbp3@bainc.com>  
**Sent:** Thursday, February 19, 2015 7:15 PM  
**To:** William F. Halligan; Keith R. Powell  
**Subject:** Batson Markup HCS RFQ  
**Attachments:** 20150219\_191447.pdf

Please review and call me in the AM.

Louis



February \_\_\_\_, 2015

**NOTICE TO POTENTIAL PROPOSERS**  
**REQUEST FOR QUALIFICATIONS FOR DESIGN-BUILD DELIVERY**  
**OF NEW SCHOOL FACILITIES**

The Horry County Board of Education (the District) is soliciting qualifications from firms to perform Design-Build delivery of Carolina Forest, Myrtle Beach and Socastee Middle Schools, St. James Intermediate/Middle and Socastee Elementary School as High Performance – Energy Positive Schools. Sealed responses shall be received in accordance with the information provided in this Request for Qualifications (RFQ) instruction manual. On the basis of the RFQ, a short-list of respondents will receive a Request for Proposal ("RFP") as the second step in this solicitation competition.

Qualification packages are due by 2:00pm on \_\_\_\_\_ at the Horry County Schools District Office located at 335 Four Mile Road, Conway, South Carolina 29526.

~~It is important that you follow the proposal format for submission of your resumes/qualifications exactly as requested in the RFQ manual. This will help ensure that your package is considered responsive.~~

~~Failure to print to account and/or complete information may be deemed unresponsive.~~  
Questions pertaining to this solicitation must be directed to \_\_\_\_\_, via email address

\_\_\_\_\_ no later than 12:00 pm EST on \_\_\_\_\_. The District will not respond to late questions submitted or verbal inquiries.

**HORRY COUNTY SCHOOLS**

Procurement Officer

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### III. Summary of Services Required

#### 1.1 Purpose of Procurement

- 1.1.1 Horry County Schools ("HCS") will undertake the design and construction of five schools pursuant to this solicitation, pursuant to the HCS's Board's November 12, 2014, motion "to proceed with new procurements for Carolina Forest, Myrtle Beach and Socastee Middle Schools, St. James Intermediate/Middle and Socastee Elementary School as High Performance – Energy Positive Schools." As used in this solicitation:

- "Energy Positive" means the total amount of energy used by the building on an annual basis is less than the amount of renewable energy created on the site.
- "High Performance" means a building that integrates and optimizes on a life cycle basis all major high performance attributes, including energy conservation, environment, safety, security, durability, accessibility, cost-benefit, productivity, sustainability, functionality, and operational considerations.

- 1.1.2 The delivery method for this project will be Design-Build (D-B). Selection of professional construction services will be by Qualification Based Selection. The Design-Builder, as the sole entity responsible for design and construction services, will have a fiduciary role and responsibility to the HCS. The Design-Builder must act in the best interests of the HCS, using their best efforts to perform the project in an expeditious and cost-effective manner consistent with the HCS's program of requirements and budget for both the design and construction of the project. The Design-Builder will be under contract to provide both design and construction services, including initiation, planning, design, and construction services necessary to deliver a completed facility to the HCSs for occupancy. The Design-Builder shall hold all design professional, trade contractor, and trade supplier contracts. The Design-Builder shall develop an overall project schedule, which will be a contractual obligation. In addition, the Design-Builder will be responsible for methods of construction and safety, as well as for the scheduling and coordination of the work of all construction and miscellaneous contracts required for completion of the project within its predetermined budget and schedule.

- 1.1.3 The Design-Builder will be responsible for comprehending the HCS design requirements that will be presented in RFP provided to the Short Listed firms. The Design-Builder is responsible for accurately translating these requirements and incorporating all into complete construction documents. With these, the Design-Builder will deliver a finished facility to the satisfaction of the HCS's design requirements.

- 1.1.4 Independent Peer Review – An independent peer review will be performed by a consultant or by utilizing HCS personnel. HCS is responsible for the cost of independent peer review.

#### 1.2 Project Objectives

- 1.2.1 The Design-Builder will be responsible for comprehending the HCS's Design requirements, accurately translating those requirements into a Basis of Design, and incorporating all into complete construction documents. With these, the Design-Builder will deliver a finished facility in satisfaction of the HCS design requirements. The Design-Builder will be responsible for period of systems optimization and commissioning support, shall achieve an energy-positive state of performance during this period, and provide an energy performance guarantee as part of the design build agreement. The relevant period will be addressed in the "design requirements" issued with the Request for Proposals.

- 1.2.2 It is the responsibility of each respondent to examine the entire RFQ and review its response for accuracy before submitting their qualifications. Once submission deadlines have passed, all responses will be final. The HCS may request clarification from any individual respondent relative to their response, and reserves the right to ask for additional information from all parties that have responded with their qualifications. Each respondent must describe experience if there are multiple firms proposed as one team.

#### 1.3 Project Assumptions

1.3.1 HCS recognizes that the Design-Build delivery method often involves project-specific special purpose entities, joint ventures, or other multi-party arrangements between or among firms to combine design, construction management, and construction capabilities. While the HCS does not wish to limit the kinds of arrangements private parties may undertake in order to assemble qualifications to perform the scope of work and meet standards of responsibility for this procurement, the HCS does expect each respondent to have in place sufficient bonds, guarantees, irrevocable letters of credit, and/or other forms of security in favor of the HCS to establish responsibility in the procurement process, during the project, and during the warranty and initial operations periods.

1.3.2 The Design-Builder will employ the designer of record (DOR) for all regulatory purposes.

#### 1.4 Special Definitions of Terms (see also "IV. Definitions")

1.4.1 "Design-Build" refers to the construction project delivery method in which, among other things, the HCS holds a single contract with a business entity that has responsibility both to design and to construct a project, and that holds the trade contracts.

1.4.2 "Design Professional" and "Designer of Record" both refer to the project's architect and engineers. The Design Professional is an integral part of the Design-Builder entity under single contract with the HCS.

1.4.3 "Building Commissioning" refers to a formal and systematic process of documentation, adjustment, testing, verification, and training, focused on quality assurance and performed specifically to ensure that the finished facility operates in accordance with the HCS's documented design requirements and the construction documents.

1.4.4 "Commissioning Provider" refers to the entity or person providing building commissioning services for a project.

1.4.5 "Design requirements" are "the written description of the infrastructure facility to be procured ... including: (a) required features, functions, characteristics, qualities, and properties that are required by the [HCS]; (b) the anticipated schedule, including start, duration, and completion; and (c) estimated budgets as applicable to the specific procurement, for design, construction, operation, and maintenance. The design requirements may, but need not, include drawings and other documents illustrating the scale and relationship of the features, functions, and characteristics of the project." S.C. Code § 11-35-2910(10).

1.4.6 "Independent peer review" is the function of confirming that the key elements of the professional engineering and architectural design provided by the design-builder conform to the applicable standard of care. S.C. Code § 11-35-2910(11).

1.4.7 "Proposal development documents" means "drawings and other design-related documents that are sufficient to fix and describe the size and character of an infrastructure facility as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate to the applicable project delivery method." S.C. Code § 11-35-2910(14). These will be submitted in response to the Request for Proposal.

#### 2.1 Building Program

2.1.1 Contract documents will be published with the design requirements.

2.1.3 HCS's Building Program information is posted on the HCS web page at [http://www.horrycountyschools.net/pages/Horry\\_County\\_Schools/3352373296737269426/Support\\_Services/Facilities\\_III](http://www.horrycountyschools.net/pages/Horry_County_Schools/3352373296737269426/Support_Services/Facilities_III) (from the home page, choose "Departments" and then choose "Facilities" to navigate to this page). Important information is posted there including:

- "Board Approved Capital Plan"

- "New Construction Conceptual Designs"
- "Educational Specifications" provided, however, that references to HCS consultations and the role of energy modeling will be modified for consistency with the design-build delivery method. The "high-performance" and "energy positive" systems and features of the selected proposal development documents may be subject to further development with HCS staff prior to proceeding to construction documents, to fine-tune the design's safety, security, durability, accessibility, cost-benefit, productivity, sustainability, functionality, and operational considerations.

## 2.2 Selection Process

- 2.2.1 Only if a firm is shortlisted will it be invited to respond in a separate proposal to the Request for Proposal (RFP).
- 2.2.2 Selection Committee. The Selection Committee will review, evaluate and rank qualification submissions, and select entities to proceed to the RFP step.
- 2.2.3 Shortlisting, Proposals, Interviews Selection of the Design-Builder will be a multi-step process:
- 2.2.3.1 Initial Written Submittal (Qualifications Statements) The Selection Committee will receive and review statements of qualifications and performance data in response to the RFQ. The Selection Committee will evaluate all entities against a set of criteria to determine which firms are most qualified and suited for this particular project. Qualifications alone will narrow the field to a shortlist. There may be more than one shortlisting and proposal process if the District determines to divide the projects into subgroups.
- 2.2.3.2 Written Proposals (Responses to Request for Proposal). After the shortlisted firms have been notified, the Request for Proposal will be posted to the HCS website. Only shortlisted firms shall prepare and submit proposal development documents.

## 2.3 Pre-proposal Conference

There will be a pre-proposal conference for the shortlisted firms. Details about this pre-proposal conference will be posted to HCS website at the appropriate time.

## 2.4 Scope of Work Overview

- 2.4.1 The Design-Builder's services shall conform to recognized standards of professional practice. The contract will outline the scope of work. The work shall include a Design Development phase, and a Construction Phase.
- 2.4.2 During the Design Development Phase, the Design-Builder will take full professional responsibility, through its Designer of Record, to create construction documents that satisfy the HCS's design requirements. To the extent professionally responsible, the Design-Builder will overlap the Design Development and Construction Phases when components are conducive to early construction starts.
- 2.4.3 Design-Builder will be responsible for the following things, without limitation:
- Methods of construction
  - Safety programs
  - General conditions
  - Securing all required local, state and federal permits and approvals
  - Prequalification of potential subcontractors
  - Procurement of all work
  - Certification of work-in-place
  - Monthly payment requests
  - Coordination and scheduling of all work of all construction contracts and miscellaneous contracts required for the completion of the project within the predetermined budget and schedule

- Post-Occupancy services as necessary to support building commissioning and to conform project performance to the HCS design requirements for “energy positive” and “high performance” schools.

[REDACTED]

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#### IV. DEFINITIONS

Following are definitions of terms used in the *Proposal Instructions*. These definitions are not entire, plenary, or exhaustive of all terms used. Terms may be defined where used, in the District's Procurement Code, or may be subject to normal and usual interpretation in the context used.

1. **Addenda:** Written or graphic instruments issued by the District prior to the RFP submittal date and time which modify or interpret the RFP instruction manual, postpone the RFP submittal date and time or withdraw the RFP. Only those additions, deletions, corrections or clarifications in writing in the addenda are contractually binding.
2. **Architect/Engineer:** Any individual or entity legally qualified to practice architecture or engineering in South Carolina.
3. **Board:** The Horry County Schools Board of Education
4. **Buyer:** Designee of the District Procurement Coordinator assigned to officiate the solicitation process for construction work or other related services.
5. **Change Order:** Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
6. **Contract Agreement:** The written and executed *Contract Agreement* between the District and the Contractor for purposes of performing the work identified in the Contract Documents at the agreed upon contract price during the agreed upon contract time. The executed *Contract Agreement* supersedes any prior negotiations, representations, or agreements, whether written or oral, unless incorporated in the *Contract Agreement* by reference to supplementary documents, or through execution of a *Change Order*. The contract between the District and the Contractor is not to be construed as an agreement between the District and any subcontractor, material or equipment supplier, or any other individuals or entities enjoined to the Contractor for purposes of contract execution.
7. **Contract Documents:** Documents including all terms and conditions, any referenced drawings and specifications related to the project and integral to the performance of the work, and any *Change Order* (or directive) executed after contract execution. *CDs (plans, specs, details, etc.) necessary to describe*
8. **Debarred:** The disqualification of an individual or entity from bidding on or being awarded a contract by the State of South Carolina or any other governmental entity for a specified period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. Any individual or entity debarred by the State of South Carolina or other governmental entity is ineligible to bid on or accept any contracts with the District under the debarred name or any other name.
9. **Design services:** Architect-engineer, construction management, or land surveying services as defined in Section 11-35-2910 of the South Carolina Consolidated Procurement Code
10. **District:** Horry County Schools as represented by its Board of Education, Superintendent, management staff, procurement officials, employees, or other authorized representatives or agents. Designated representatives who are not employed by the District or who do not serve on the Horry County Schools Board of Education may be any individual or firm who, through a contractual agreement, are designated to serve in an official capacity on behalf of the District.
11. **Entity:** Any business, corporation, partnership, sole proprietorship, joint stock company, joint venture, or any other legally formed organization.
12. **Equipment:** The hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the operation and maintenance of the equipment being acquired. The terms "Product" and "System" are used interchangeable with the term "Equipment".

13. **Informality or Irregularity:** A solicitation requirement not fully complied with by the Offeror, waived by the District or allowed to be corrected when it is merely a matter of form or an immaterial variation from the exact requirements of the *Proposal Instructions* having no effect or negligible effect on total bid price, quality, quantity or delivery of supplies or performance of the contract and for which the waiver or correction would not be prejudicial to the relative standing of the other bidders.
14. **May:** The word "may" or other such words or phrases used anywhere in the Contract Documents indicates a request or recommendation that is adhered to by the Offeror at his/her choice whether in the negative or the affirmative.
15. **Minority or Woman Owned Business:** Means a small business concern that is at least fifty-one percent (51%) unconditionally owned by one or more individuals who are both socially and economically disadvantaged or are women or a publicly owned business having at least fifty-one percent (51%) of its stock unconditionally owned by one or more socially and economically disadvantaged individuals or by women.
16. **Notice of Intent to Award:** A written notice of the District's acceptance of an Offeror's proposal and the intention to award a contract. The *Notice of Intent to Award* is mailed to all bidders and posted at <http://apps.hcs.k12.sc.us/apps/protract/>. The *Notice of Intent to Award* is not an authorization for commencement of work but only serves as a notice of the District's intention to enter into a contract. A *Notice of Intent to Award* may be cancelled prior to the execution of a contract.
17. **Offer:** The proposal submitted in response to this solicitation. The term "Proposal" is used interchangeably with the term "Offer".
18. **Offeror:** The single legal entity submitting the offer.
19. **Official Submission Form:** A form furnished by the District to be completed and signed by an authorized representative of the proposing entity and submitted by the proposal opening date and time.
20. **Pre-proposal Conference:** A meeting for potential offerors and District representatives to view and/or discuss the conditions under which the work is to be performed, which shall be confirmed in a subsequent *Addendum*. Normally the pre-proposal conference is voluntary (non-mandatory) unless otherwise stated in the *Request for Proposals*; however, Offerors are responsible for getting the issued addendum following the conference. If the pre-proposal conference is designated as mandatory in the *Request for Proposals*, only those proposals from those offerors represented at the mandatory conference shall be considered.
21. **Principal:** Officers, directors, owners, partners, and individuals having primary management or supervisory responsibilities within a business entity, including project directors, financial officers or other such key personnel.
22. **Project:** The total scope of work to be performed as provided in the Contract Documents whether performed by one or more contractors, subcontractors or the District itself. (Also referred to as the "work," the "work to be performed" or other such terms.)
23. **Proposal Instructions:** A set of instructions, contract documents, forms and other such data intended to describe the services to be performed and the conditions under which a response is to be submitted and a contract awarded. A corresponding name and solicitation number identifies the solicitation instruction manual.
24. **Representative:** An authorized designee of an individual or entity with formal responsibilities as specified by contract or employment agreement.
25. **RFO (Request for Qualifications):** The announcement soliciting responses from individuals or firms on the basis of demonstrated competence and qualification for the particular type of services required.
26. **Shall:** The word "shall" or "must" or other such words or phrases used anywhere in the Contract

Scope of Work ?

Documents indicates a mandate that must be adhered to by the Offeror, Contractor, Architect/Engineer or District, whether in the negative or the affirmative.

- 27. Software:** All related materials and documentation whether in machine readable or printable form.
- 28. Solicitation:** This document, including all its parts, attachments and any Addenda.
- 29. Subcontractor:** An individual or entity, who is properly licensed to do business in the State of South Carolina, having a direct contract with the Contractor to perform a portion of the work described in the Contract Documents. Any reference to subcontractor also includes any representatives, agents, or employees of the subcontractor or any other entity enjoined to the subcontractor to perform any work in relation to the project.
- 30. Submittal and Public Opening Date and Time:** The date and time established in the RFP or subsequent addenda for receipt of sealed responses.
- 31. Suspension:** Disqualification of an entity to submit a bid or receive an award of a contract from the State of South Carolina or other governmental entity for a designated period of time pending the completion of an investigation and any legal proceedings that may ensue because the entity is suspected, upon probable cause, of engaging in criminal, fraudulent, seriously improper conduct or the failure or inadequacy of performance.
- 32. Taxpayer Identification Number (TIN):** Means the number required by the Internal Revenue Service to be used by the Bidder or Contractor in reporting income tax and other returns. (A Federal Identification Number or Social Security Number.)

*End of Definitions*

## V. PROPOSAL INSTRUCTIONS

1. **Offeror Representations:** By signing and submitting a proposal, the proposing company's (the Offeror's) Principal represents he/she has read and understands these *Proposal Instructions*. The Offeror's principal certifies the proposal submitted is based upon the services required.
2. **Offeror Licensing:** The Offeror's principal represents the Offeror has met the licensing requirements for the State of South Carolina, is not debarred or suspended by any governmental entity or the State of South Carolina, and is eligible to submit a proposal to and perform the scope of work for Horry County Schools ("the District"). The Offeror further represents all subconsultants/subcontractors stated on the *Official Submission Form* or subsequently enlisted to perform a portion of the work outlined in the Contract Documents also meet all licensing requirements of the State of South Carolina as may be required, and are not debarred or suspended from submitting a bid or performing construction services for any governmental entity or the State of South Carolina. Offerors and their subconsultants/subcontractors are advised the District shall report Contractor Licensing Law violations to the S.C. Contractors' Licensing and Regulations Board.
3. **Proposal Documents:** Any potential Offeror is solely responsible for obtaining a complete set of solicitation Documents (*Proposal Instructions*, addenda and forms) as issued by the District from the posted source(s) as directed in the *Request for Qualifications*. The availability of these documents does not confer a license or grant permission for any other use of any portion of the solicitation Documents or Contract Documents.
4. **Pre-Existing Site Conditions:** Before submitting a proposal, the Offeror shall carefully review all documents and examine the worksite (if needed) in conjunction therewith to ascertain site conditions affecting the performance of the work.
5. **[number not used]**
6. **Addenda:** No addendum shall be issued later than four (4) days prior to the proposal opening date except to a) withdraw the *Request for Qualifications*, or b) to postpone the proposal opening date and time. When an addendum is issued for the purposes of postponing the proposal opening date and time, the addendum shall establish the new proposal opening date and time no earlier than five (5) days after the addendum issue date. Addenda shall be posted on the on-line source(s) stated in the *Request for Qualifications*. An Offeror shall acknowledge receipt of all addenda issued by identifying the addendum number and the date of issuance with the Offeror's initials in the spaces provided on the *Official Submission Form* or the proposal shall be found non-responsive in accordance with the District's Procurement Code.
7. **Authorization of Offeror:** The legal name of the Offeror and the signature of the Offeror's Principal shall be affixed on the *Official Submission Form* and other documents requiring signature as part of the proposal submission along with required notarizations. A proposal submitted by an agent shall have a current written power of attorney attached certifying the agent's authority to bind the Offeror. Unsigned submission forms shall render the proposal non-responsive in accordance with the District's Procurement Code.
8. **Official Submission Form:** To assist in the comparison of responses submitted, all proposals shall be submitted on the District's *Official Submission Form* or an identical copy and in the format requested in the *Official Submission Form* or the proposal may be considered non-responsive and, therefore, not considered. To ensure a proposal is considered responsive, a) all blanks or information requested shall be completed in ink or by typewriter or computer, b) all blanks or information requested on the official submission form shall be completed in full or have inserted in the blank the words "N/A" (not applicable) or "none" or other such designation, c) formatting of responses as requested in the *Official Submission Form* shall be adhered to; d) all issued addenda shall be acknowledged; and e) all insertions, alterations and/or erasures shall be initialed by an official representative of the Offeror. Any modification to the requirements of the Contract Documents or any other Offeror conditions may render the proposal non-responsive in accordance with the District's Procurement Code.
9. **Submitting Confidential Information:** Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however the Offeror must invoke this protection by doing so in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or

underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. Marking the entire response or substantial portions of the response as proprietary shall not be honored by the District and may result in the response being found non-responsive, and therefore, not considered.

WHY?  
10. **Subcontractor Disclosure:** The successful Offeror will be the primary point of contact with regard to meeting of all requirements of the *Request for Qualifications* and any subsequent contract. Where Offerors do not have the in-house expertise or manpower to provide all the services requested, subcontracting may be permitted, with full disclosure in the response and approval of the District. ~~Disclosure of subcontractors after contract award is not acceptable.~~ Any Offeror, whose response includes subcontractors, is required to act as the primary administrative contact for services to be performed by those subcontractors and must assume full responsibility for the risk/liability, delivery and quality of such services performed. The District shall have the right to request removal and/or replacement of any subcontractor that cannot perform to the District's standards. The Offeror shall identify specifically the District's contractual obligation to any subcontractor of the Offeror. The District must be assured that any proposed subcontractors can perform the work to the desired quality and in a timely manner; therefore, names and qualifications of any potential subcontractors recommended to the District must be disclosed in the response.

11. **Subcontractor Substitution:** The District shall have the right to reject any subcontractor that ordinarily appears to meet the requirements but, unknown to the Offeror, is not acceptable to the District. Substitution of an unacceptable subcontractor shall be in accordance with the District's Procurement Code. If the Contractor lists a subcontractor who, at the time the bid was submitted, was not sufficiently licensed under State law to perform the work for which it was listed as the subcontractor, the bid shall be considered non-responsive unless allowed by the District under Paragraph 17.

12. **Use of Minority and Economically Disadvantaged Subcontractors:** The District encourages the Bidder's use of minority-owned and women-owned businesses as subcontractors provided they meet all the requirements of the *Proposal Instructions*, as applicable.

13. **Receipt of Qualifications:** Qualification packages shall be received at the location stated in the *Request for Qualifications* no later than the date and time published in the *Request for Qualifications*, as they may be amended by any addendum. Timely submission of a fully completed qualifications package is solely the responsibility of the Offeror. It is the Offeror's responsibility to synchronize submission time with the District's official clock at the opening location to avoid late submissions.

14. **Ownership of Materials:** All materials submitted in response to the *Request for Qualifications* shall become the property of the District. The original response submitted shall be retained for the official files, and it along with the redacted copy shall become a public record after award and shall be open to public inspection upon request under the Freedom of Information Act. All other copies of the response submitted may be destroyed after an award is made.

15. [number not used]

2 is this enough time?  
16. **Withdrawal or Modification of a Response:** A response shall not be modified, withdrawn or cancelled by the Offeror during the sixty (60) calendar days immediately following the public opening date and time as stated in the *Request for Qualifications* or any subsequent addenda as may be provided for in the District's Procurement Code. Any District request for clarification or additional information regarding a response shall not be considered as authorization to amend any portion of the initial response.

Prior to the public opening date and time, a proposal may be modified or withdrawn by notice to the District's Buyer listed in the *Request for Qualifications*. Such notice shall be in writing with the signature of the Offeror that signed the original response and shall be mailed, hand delivered, or sent via express carrier in a sealed envelope to arrive no later than the submittal and public opening date and time.

17. **Right of Waiver:** In accordance with the District's Procurement Code, the District reserves the right to a) waive minor informalities or irregularities; b) reject any and all responses or any portions, thereof; c) reject any and all proposals offered or any portions thereof; and f) all other rights as provided in the District's Procurement Code or

this RFQ.

18. **Non-Collusion Clause:** By submitting a signed proposal, the Offeror certifies that he/she nor the firm represented nor any other employee or representative of the firm has divulged to, discussed with, nor compared the response submitted with any other Offeror or potential Offeror and has not colluded with any other parties to this competitive *Request for Qualifications*. The Offeror further certifies that he/she is not party to any collusive action or any action which may be in violation of any federal or state antitrust act, nor has the Offeror offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with the proposal to be offered to the District. Any and all proposals shall be rejected if there is any reason for believing collusion exists among the Offerors which may be a violation of Federal or State antitrust acts. The District may or may not, at its discretion, accept future proposals/bids for similar work from Offerors suspected of collusion.

19. **Expenses:** All costs associated with a) attendance at any pre-proposal conference(s) or other proposal meetings including pre-award interviews, b) worksite observations, c) preparation and presentation of a proposal, d) supplying any documentation required by the District for purposes of determining Offeror responsibility or in relation to any protest or appeal, or e) any other costs incurred prior to execution of a *Contract Agreement* is solely the responsibility of the Offeror.

*End of Proposal Instructions*

## VI. PROPOSAL SPECIAL INSTRUCTIONS

1. **Interpretations and Clarifications:** Requests for additional information or questions regarding error, omission or clarification of any portion of the Solicitation Documents or the Contract Documents, shall be submitted in writing to the District Contact Person stated in the *Request for Qualifications* by e-mail or facsimile no later than five (5) days prior to the bid opening date and time as may be amended. Any interpretations, corrections, or changes to the Solicitation Documents or the Contract Documents made in any other manner than by a written addendum shall not be binding, and Offerors shall not rely upon them.
2. **Communication with District Officials:** Potential and actual Offerors (including any subcontractors or sub-consultants) shall NOT contact members of the School Board or the District Selection Committee at any time during the submission, evaluation, and/or selection process with the purpose of influencing the outcome of the competition. All communication concerning the solicitation shall proceed through the Horry County Schools Office of Procurement Services.
3. **Qualifications Submission:** Proposals delivered orally or via telephone, telegraph, e-mail, facsimile, or other such methods are not sealed proposals and are unacceptable. Proposals submitted in any other way than as required in these *Proposal Instructions* shall be considered non-responsive in accordance with the District's Procurement Code. In addition, proposals shall be submitted in the English language and in U.S. dollars, unless otherwise permitted by the solicitation.
4. **Sealed Proposal Packaging:** The documents required for proposal submission shall be enclosed in a sealed, opaque envelope before delivery, mailing, or insertion into any express carrier envelope or packaging. The exterior of the sealed, opaque envelope shall be clearly marked with a) the solicitation name and project/solicitation number, b) the Offeror's name and address, and c) the words "SEALED QUALIFICATIONS" in bold print. The Offeror shall assume full responsibility for the correct packaging and identification of the sealed proposal to prevent exposure of proposal pricing prior to the official proposal opening date and time. Any pre-mature opening of a proposal shall be handled in accordance with the District's Procurement Code.
5. **Discussion with Responsive Offerors:** During the review process, the District shall have the right to request from the Offeror any other information or evidence it deems necessary for evaluation of the proposals and relevant to the any one or more of the evaluation factors. The failure of any Offeror to promptly provide such requested information shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the proposal.
6. **Protest Procedure:** Any Offeror or potential Offeror who feels he/she has been aggrieved in connection with this solicitation, an addendum to the solicitation, or the subsequent award of a contract has a right to protest and to present an appeal, in writing, in accordance with the District's Procurement Code to the District's Procurement Coordinator within the required number of days from the date of the solicitation, an addendum or the award, whichever is at issue. A copy of the Procurement Code can be found on the District's website at [http://www.horrycountyschools.net/pages/Horry\\_County\\_Schools/3352373296737269426/Fiscal\\_Service/Procurement](http://www.horrycountyschools.net/pages/Horry_County_Schools/3352373296737269426/Fiscal_Service/Procurement).

How many?  
End of Proposal Special Instructions

## VII. Information for Offerors to Submit

Responses are limited to forty (40) standard (8½" x 11") pages (may be fewer) using a minimum of a 10-point font. Each side of paper with responsive material printed on it is its own "page" for purposes of this limit. The pages of the qualifications response must be numbered. A table of contents, with corresponding tabs in the body of the response, must be included as well to identify each section. Placing multiple tabs on a single page is perfectly acceptable. If more than one item in the table of contents can be started on the same page, you may do so and place all corresponding tabs on that page. To avoid unnecessary length, internal cross-references are encouraged where any particular information requested is adequately presented elsewhere in the response package. Any affidavits, certifications, or signed statements called for may be included in an appendix and will not count toward the page limit. Responses shall be portrait orientation.

**Number of Copies to be Submitted:** One (1) original, five (5) copies, and one (1) electronic copy. Bulky, ornate, and/or costly binding of the original response is not necessary or required. The original copy shall be so marked as "Original". Each shall be identical and include a transmittal letter. The transmittal letter will not count toward the page limit. The table of contents sheet and the tab sheets also do not count toward the page limit. The covers of bound documents do not count and should not be used to convey your response to the RFQ by means of printing on them. Responses should be concise, clear, and relevant. Costs incurred in responding to this RFQ is respondent's alone and the HCS does not accept liability for any such costs.

**Magnetic Media – Required Format:** PDF file format on a thumb drive labeled with Offeror's name and the solicitation number.

**Submitting Redacted Offers:** You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the Item entitled "Submitting Confidential Information". In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt (trade secret or proprietary information), i.e. a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should a) reflect the same pagination as the original; b) show the empty space from which information was redacted; and c) be submitted on magnetic media. (See Item entitled "Magnetic Media – Required Format".) Except for the redacted information, the thumb drive content must be identical to the original hard copy.

The HCS is not responsible for the proper or timely delivery of responses. Responses received after the deadline will not be considered whether delayed in transit or for any other cause whatsoever. Each firm is solely responsible for the accuracy and completeness of its response. Errors and omissions may constitute grounds for rejection.

Deliver the qualifications response to the following address:

RFQ for Design-Build Services, Solicitation # \_\_\_\_\_.  
Office of Procurement Services  
Horry County School District  
335 Four Mile Road  
Conway, SC 29526

**Contents of RFQ Response:** The qualification package should contain the following information in the following order:

- 1 Official Submission Form.
- 2 Transmittal Letter / Statement of Interest.
- 3 Respondent's legal name and form of corporate entity, including state of residency and incorporation.
- 4 Name, firm, and SCLLR professional licensure information for the respondent's design professional of record and consulting design professionals.



- 5 Name, firm, and SCLLR professional licensure information for the respondent's construction contractor(s).
- 6 For all entities or persons listed in response to §§ 3 through 5, succinctly describe the history of the respondent, design professionals' firms, and construction contractor(s). Note any changes in legal or D/B/A name, mergers, acquisitions (in either direction), and other business-related changes sufficient to describe the responding entities' histories and continuity as going concerns in order to facilitate the evaluation of qualifications for this project.
- 7 For all entities or persons listed in response to §§ 3 through 5, identify any active, pending, or recently concluded (within three years of the response date) ~~litigation~~ *alternative dispute resolution?* concerning the performance of services on any construction project and explain.
- 8 For all entities or persons listed in response to §§ 3 through 5, list and briefly describe commercial and institutional projects completed in the past three years that also required design-build services.
- 9 For all entities or persons listed in response to §§ 3 through 5, give three references for whom the entity provided professional services of a nature and quality similar to those described herein, including the identity of the client (please include a current client contact person for reference purposes) and a brief description of project
- 10 For all entities listed in response to § 5 (construction contractor(s)), list three major trade contractor references, including at least one mechanical and one electrical trade contractor.
- 11 For all entities or persons listed in response to §§ 3 through 5, list:
- a. experience with projects involving renewable on-site energy production
  - b. experience with projects where the execution of the project included that entity's participation in the integration and optimization on a life cycle basis of energy conservation, environment, safety, security, durability, accessibility, cost-benefit, productivity, sustainability, functionality, and operational considerations
  - c. experience with post-occupancy services in support of building commissioning to conform project performance to design requirements
- 12 Financial Responsibility.
- a. For all entities or persons listed in response to §§ 3 through 5, list the contact persons, addresses, and telephone numbers for insurance carrier and agent.
  - b. For all entities or persons listed in response to §§ 3 through 5 who perform construction contracting, list the contact persons, addresses, and telephone numbers for bonding company and agent.
- 13 Personnel Capability. For all entities or persons listed in response to §§ 3 through 5, provide general information about the firm's personnel resources, including classifications and numbers of employees and the locations and staffing of relevant offices. Provide list of qualified and available personnel resources, identifying experience and ability for key personnel. The key personnel, at a minimum, are the proposed Designer of Record, supporting project architects and engineers, project superintendent, Design-Builder's project manager, project director, estimator, preconstruction manager, and the executive in charge. At this stage, firms may list more than one person qualified and available for the proposed project.
- 14 Relevant Project Experience of the Designer. Relevant project experience refers especially to facilities similar to this project, especially projects where the design responsibilities included ~~significant~~ "high performance" analysis, on-site renewable energy, and post-occupancy responsibilities pertaining to these features. Include information on proposed architect, mechanical engineer, electrical engineer, civil engineer, and structural engineer plus any proposed specialty consultants.
- Describe no more than six and no fewer than three projects in order of most relevant to least relevant that demonstrate capabilities to provide design services on these HCS projects.
  - For each project, include its name, location, function / program, services performed, and specifically address the following questions:

- objectivity!
- how did the project execution compare to the owner's expectations of cost, quality, and schedule?  
○ Describe the owner's post-occupancy satisfaction with the project results.
- 15 Relevant Project Experience of the Construction Contractor(s). Relevant project experience includes similar building type using the Design-Build delivery method or performing as a prime contractor on similarly-scoped projects, especially projects featuring significant "high performance" elements, on-site renewable energy, and post-occupancy responsibilities pertaining to these features.
- Describe no more than six and no fewer than three projects in order of most relevant to least relevant that demonstrate capabilities to provide construction services on these HCS projects.
  - For each project, include its name, location, function / program, services performed, and specifically address the following:
    - how did the project execution compare to the owner's expectations of cost, quality, and schedule?
    - Describe the owner's post-occupancy satisfaction with the project results.
- 16 Statement of Why the Proposing Firm Should Be Short-Listed. This section provides each respondent the opportunity to provide specific information that differentiates it from others in the competition. This statement is limited to three pages.
- 52

### VIII. EVALUATION CRITERIA

**Initial Written Response Evaluation** - factors from the RFQ will be the basis for selecting firms pre-qualified to submit a proposal for this project.

**Evaluative Criteria** - The Selection Committee will evaluate the responses based upon the criteria listed in the table below.

Relevant project experience which includes consideration of:

- experience with "energy positive" projects
- experience with "high performance" projects
- experience with Design-Build projects
- experience with projects of similar scope, budget and program
- experience with predesign and programming services
- experience with preconstruction and construction services
- experience on K-12 education projects

Depth of Resources/Personnel Capability

- Depth of resources with experience and ability, qualified and available for design professionals' services.
- Depth of resources with experience and ability, qualified and available for Design-Builder construction contractor services.
- Depth of resources with experience and ability, qualified and available for post-occupancy period.

Proposer's Responsibility including

- The history of client satisfaction, as well as the operating capacity, projected financial stability, and access to sufficient forms of performance security in favor of the HCS, during all phases of the project including post-occupancy, must provide HCS with comfort that its mid-project and long-term project expectations will be met with efficiency and professionalism.

*End of Evaluation Criteria*

OFFICIAL SUBMISSION FORM(S)



RFQ # \_\_\_\_\_

Date of Offer: \_\_\_\_\_ Federal Identification Number: \_\_\_\_\_

Offeror Firm/Provider Name: \_\_\_\_\_

Offeror Mailing/Street Address: \_\_\_\_\_

Offeror City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

Name/Title of Principal: \_\_\_\_\_

Signature of Principal: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Principal's Email Address: \_\_\_\_\_

Please answer the following questions:

Are you certified as a MOB/WOB (minority owned business/woman owned business) by the State of South Carolina? ☐ Yes ☐ No If yes, provide certification number: \_\_\_\_\_

If no, would you qualify as a MOB/WOB based on the District's requirement of fifty-one percent (51%) ownership by a woman/women or person(s) of ethnic (non-white) origin? ☐ Yes ☐ No

Is the Principal on this cover sheet legally authorized to bind the Offeror? ☐ Yes ☐ No

Acknowledge receipt of all addenda issued:

|                    |                          |
|--------------------|--------------------------|
| Addendum No. _____ | Offeror's Initials _____ |
| Addendum No. _____ | Offeror's Initials _____ |
| Addendum No. _____ | Offeror's Initials _____ |

[END OF REQUEST FOR QUALIFICATIONS]

**Sheri L. Wainscott**

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**From:** Keith R. Powell  
**Sent:** Thursday, February 26, 2015 10:40 AM  
**To:** Louis Batson  
**Cc:** William F. Halligan  
**Subject:** FW: RFQ for Design-Build Services  
**Attachments:** RFQ 1415-64.pdf

Louis – FYI. Here we go.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
www.childs-halligan.com  
(803) 254-4035

NOTICE: This e-mail may contain information that is personal and confidential, non-disclosable and protected by attorney-client privilege. If you have received this e-mail in error, this does not constitute permission to examine, copy or distribute the accompanying material. If you receive this message in error, please notify us by telephone as listed above immediately.

**From:** Ara Heinz [<mailto:AHeinz@horrycountyschools.net>]  
**Sent:** Thursday, February 26, 2015 9:58 AM  
**To:** Rick Maxey; John Gardner; Daryl Brown; Matt Dean; Mark Wolfe; William F. Halligan; Keith R. Powell  
**Subject:** RFQ for Design-Build Services

Good morning,

The attached RFQ document has been posted to our website and has been advertised in today's edition of SCBO. In preparing for the release of this document, I wanted you to be aware of a couple of changes that have been made or will need to be addressed in the first addendum:

- The solicitation documents now reflect that 1 original, 10 copies, and 1 electronic copy of the qualification packages are to be submitted. (The documents originally stated 5 copies were required.)
- After a brief phone conversation with Mr. Powell and Mark, section 4.3 in the *Summary of Services Required* has been revised to state the following:

Once the review committee has read and rated each offer, a composite rating will be developed which indicates the Offerors' collective ranking from the highest ranked offer in descending order. This list will be used to short-list for the Request for Proposals for Design-Build services as determined by the District that will provide for up to nine (9) Offerors. If less than five (5) qualified firms or persons respond to the advertisement, then the District may cancel the solicitation.

Originally, the number listed in that sentence was 5, but it was changed to reflect consistency within the other parts of the document (Section 5.1, in particular).

- There was an issue with the SCBO ad this morning. They included extra information that should not belong in our ad but is part of their general ad template. They have since revised the ad leaving 1 minor inconsistency (regarding submission of confidential information) that can be addressed in the first addendum. I just wanted you to be aware in case you received comments from anyone.
- We will also need to address in the first addendum the number of pages that are allowed to be submitted in the qualification packages. In the *Proposal Special Instructions (# 3)*, it states that responses are limited to 40 standard pages. However, if an Offeror uses the maximum number of pages allowed to be submitted in each

section based on the *Information for Offerors to Submit*, the total number of pages is greater than 50. This should be clarified.

Please let me know if you have any questions or concerns about the document.

Regards,  
*Ara*

Ara Heinz | Procurement Services | P: 843/488-6930  
Horry County Schools | 335 Four Mile Rd. | Conway, SC 29526  
Website: [Procurement.horrycountyschools.net](http://Procurement.horrycountyschools.net)



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All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you received this correspondence in error please inform the sender immediately and delete the email and any attachments. (qwe1)



February 26, 2015

### NOTICE TO POTENTIAL OFFERORS

The Horry County Board of Education (the District) is soliciting qualifications from firms to perform Design-Build services for Carolina Forest, Myrtle Beach and Socastee Middle Schools, St. James Intermediate/Middle and Socastee Elementary School as High Performance – Energy Positive Schools. Sealed responses shall be received in accordance with the information provided in this Request for Qualifications (RFQ) instruction manual. On the basis of this RFQ, a short-list of respondents will receive an invitation to participate in the second step in this solicitation process – Requests for Proposal (RFP) for Design-Build Services.

Qualification packages are due by 2:00pm in Room B300 on Tuesday, April 7, 2015 at the Horry County Schools District Office located at 335 Four Mile Road, Conway, South Carolina 29526.

It is important that you follow the proposal format for submission of your resumes/qualifications exactly as requested in the RFQ manual. This will help ensure that your package is considered responsive.

Questions pertaining to this solicitation must be directed to the Buyer, Ara Heinz, via email at [AHeinz@horrycountyschools.net](mailto:AHeinz@horrycountyschools.net) no later than 12:00 pm EST on Monday, March 23, 2015. The District will not respond to late questions submitted or verbal inquiries.

**HORRY COUNTY SCHOOLS**

*Darlyn B. Adams DBA*

Darlyn B. Adams, CPPO, CPPB  
Procurement Officer

## REQUEST FOR QUALIFICATIONS



The *Request for Qualifications* with associated forms describe the solicitation process and the work to be performed and are published as an integral part of this *Request for Qualifications* the same as if incorporated herein. Bid security and performance and payment bonds are required in accordance with the District's Procurement Code, as may be amended. Offeror, design professionals, contractors and subcontractors shall be licensed in accordance with State law and requirements of the Labor, Licensing, and Regulations Board of the State of South Carolina.

In accordance with the authority granted by the Horry County Schools' Procurement Code, any prospective Bidder, Offeror, Contractor, or Subcontractor, who feels aggrieved in connection with this solicitation, any addendum to the solicitation, or the subsequent award of a contract has a right to protest and present an appeal to the District within the time frame allowed from the date of issuance of this *Request for Qualifications*, any addendum issued thereto, or the *Notice of Selection of Contract Negotiation*, whichever is at issue. The protest shall be in accordance with the District's Procurement Code. Contact the District's Procurement Coordinator for details at 843-488-6942 or email [dadams@horrycountyschools.net](mailto:dadams@horrycountyschools.net).

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**REQUEST FOR QUALIFICATIONS /** February 26, 2015  
**ADVERTISEMENT DATE:**  
**PROJECT OWNER:** Horry County Schools (the District)  
**BID NUMBER:** 1415-64  
**PROJECT NAME:** Design-Build Delivery of New School Facilities  
**PROJECT LOCATION:** Various locations within the Horry County School District  
**PROJECT DESCRIPTION:** The District is soliciting qualifications from firms to perform Design-Build services for Carolina Forest, Myrtle Beach and Socastee Middle Schools, St. James Intermediate/Middle and Socastee Elementary School as High Performance – Energy Positive Schools. On the basis of this solicitation, a short-list of respondents will receive an invitation to participate in the second step of the solicitation process – Requests for Proposal (RFP) for Design-Build services.  
**BID SECURITY:** N/A  
**PERFORMANCE & PAYMENT BONDS:** N/A  
**PRE-BID CONFERENCE DATE/TIME:** N/A  
**PRE-BID CONFERENCE LOCATION:** N/A  
**SUBMIT QUALIFICATIONS TO:** Horry County Schools, Office of Procurement Services  
335 Four Mile Road, Rm B300 P.O. Box 260005  
Conway, S.C. 29526 Conway, S.C. 29528-6005  
(Or at the bid opening location immediately prior to the bid opening time. Bidders are cautioned not to be late.)  
**QUALIFICATIONS DUE DATE/OPENING DATE & TIME:** Tuesday, April 7, 2015 at 2:00pm EST (Unless date and time are otherwise amended by addendum.)  
**QUALIFICATIONS OPENING LOCATION:** Horry County Schools  
Conference Room B308  
335 Four Mile Rd.  
Conway, SC 29526 (Unless the location is otherwise amended by addendum.)  
**SOLICITATION CONDITIONS AND CONTRACT DOCUMENTS POSTED AT:** District Website: <http://apps.hcs.k12.sc.us/apps/protrac/>  
Other available web service: N/A  
Or by calling: N/A  
**ARCHITECT/ENGINEER:** N/A  
**DISTRICT CONTACT PERSON:** Ara I. Heinz, Procurement Specialist  
Phone: (843) 488-6930 Fax: (843) 488-6945 E-mail: [aheinz@horrycountyschools.net](mailto:aheinz@horrycountyschools.net)  
**DISTRICT PROCUREMENT OFFICER:** Darlyn Adams, CPPO/CPPB, at [dadams@horrycountyschools.net](mailto:dadams@horrycountyschools.net)

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## SUMMARY OF SERVICES REQUIRED



### Article 1 Introduction

- 1.1 Horry County Schools is one of the largest school systems in the State of South Carolina and is coterminous with Horry County's land area of approximately 1,152 square miles. The present boundaries of the District were established in 1952, a consolidation of all existing school Districts in the county.
- 1.2 The District is currently governed by a board, the Horry County Schools Board of Education, consisting of members elected in single-member Districts with the Board Chairman elected countywide. The Horry County Board of Education members have decision-making authority, the power to designate management, the ability to significantly influence operations, and have primary accountability for fiscal matters.
- 1.3 Currently, the District owns/operates fifty-six (56) facilities/properties which account for approximately 6,953,137 building square feet.
- 1.4 On February 16, 2013, a long-term facility plan was presented to the Board for their review. The purpose of the plan was to evaluate the adequacy of existing educational facilities, plan for future capital facilities spending, and address how the student population will be housed over the next 10 years. The document also provides for facility improvements or adjustments to the programmatic needs of the District. The District approved a capital projects plan on September 30, 2013, revised July 28, 2014, for the next eleven years (2013-14 to 2023-2024) which includes new construction as well as additions and renovations/modifications to existing facilities.
- 1.5 The Horry County Schools Board of Education voted and approved on November 12, 2014 "to proceed with new procurements for Carolina Forest, Myrtle Beach and Socastee Middle Schools, St. James Intermediate/Middle and Socastee Elementary School as High Performance – Energy Positive Schools." As used in this solicitation:
  - "Energy Positive" means the total amount of energy used by the building on an annual basis is less than the amount of renewable energy created on the site.
  - "High Performance" means a building that integrates and optimizes on a life cycle basis all major high performance attributes, including energy conservation, environment, safety, security, durability, accessibility, cost-benefit, productivity, sustainability, functionality, and operational considerations.
- 1.6 The Horry County Schools Board of Education voted and approved on February 9, 2015 to proceed with the delivery method – Design-Build. Selection of professional construction services will be by Qualification Based Selection. This solicitation is the part one of a two part process. Upon selection of qualified Offeror(s), successful Offeror(s) will be invited to participate in a Request for Proposals for Design-Build services.

### Article 2 Nature of Services

- 2.1 This solicitation is for the purpose of contracting with a Design-Build firm, as the sole entity responsible for design and construction services, will have a fiduciary role and responsibility to the District. Offerors must act in the best interests of the District, using their best efforts to perform the project in an expeditious and cost-effective manner consistent with the District's identified Educational Specifications, Technical Specifications, Conceptual Designs, and Approved Capital budget for both the design, construction, and delivery of the project. Any successful Offeror(s) will be under contract to provide both design and construction services, including initiation, planning, design, FF&E, and construction services necessary

to deliver a completed facility to the District for occupancy. Any successful Offeror(s) shall hold all design professional, trade contractor, and trade supplier contracts. In addition, any successful Offeror(s) will be responsible for methods of construction and safety, as well as for the developing an overall project schedule, which will be a contractual obligation including coordination of the work of all construction and miscellaneous contracts required for completion of the project within its predetermined budget and occupancy schedule.

- 2.2 Offers shall be considered only from Offerors who are regularly established in the business called for and who, in the judgment of the District, are financially responsible and able to show evidence of their ability, experience, reliability, workforce, education, or other such capabilities to render prompt and satisfactory services to the District under this contract.

### **Article 3** **Scope of Work**

- 3.1 The District intends to hire up to five (5) firms to provide Design-Build services as may be required for delivery of Carolina Forest, Myrtle Beach and Socastee Middle Schools, St. James Intermediate/Middle School and Socastee Elementary School as High Performance – Energy Positive Schools. The projects included in the work planned in this RFQ cover an approximate three (3) year period through the 2018-2019 school year.
- 3.2 The District Capital Plan information is posted on the Horry County Schools web page at [http://www.horrycountyschools.net/pages/Horry\\_County\\_Schools/3352373296737269426/Support\\_Services/Facilities\\_III](http://www.horrycountyschools.net/pages/Horry_County_Schools/3352373296737269426/Support_Services/Facilities_III) (from the home page, choose “Departments” and then choose “Facilities” to navigate to this page). Important information is posted there including:
- Board Approved Capital Plan
  - New Construction Conceptual Designs
  - Educational Specifications
  - Technical Specifications
- 3.3 Upon selection of qualified Offeror(s), successful Offeror(s) will be invited to participate in a Request for Proposals for Design-Build services. Any successful Proposer(s) will be responsible during the execution of the services as the “Design-Builder”, shall adhere, including but not limited, to the following criteria:
- The Design-Builder will be responsible for comprehending the District's design requirements, accurately translating those requirements into a Basis of Design, and incorporating all into complete construction documents. With these, the Design-Builder will deliver a finished facility conforming to the District design requirements. The Design-Builder will be responsible for period of systems optimization and commissioning support, shall achieve an energy-positive state of performance during this period, and provide an energy performance guarantee as part of the design build agreement. The relevant period will be addressed in the “design requirements” issued with the Request for Proposals.
  - Independent Peer Review – An independent peer review will be performed by a consultant. The District is responsible for the cost of independent peer review but the Design-Builder is responsible for all coordination with peer review consultant.
  - The District recognizes that the Design-Build delivery method may involve project-specific special purpose entities, joint ventures, or other multi-party arrangements between or among firms to combine design, construction management, and construction capabilities. While the District does not wish to limit the kinds of arrangements private parties may undertake in order to assemble qualifications to perform the scope of work and meet standards of responsibility for this procurement, the District does expect each respondent to have in place sufficient bonds, guarantees, irrevocable letters of credit, and/or other forms of security in favor of the District to establish responsibility in the procurement process, during the project, and during the warranty and initial operations periods.
  - The Design-Builder will employ the designer of record (DOR) for all regulatory purposes.

- The Design-Builder's services shall conform to recognized standards of professional practice. The contract will outline the scope of work. The work shall include a Design Development phase, and a Construction Phase.
- During the Design Development Phase, the Design-Builder will take full professional responsibility, through its Designer of Record, to create construction documents that satisfy the District's design requirements. To the extent professionally responsible, the Design-Builder will overlap the Design Development and Construction Phases when components are conducive to early construction starts.
- Design-Builder will be responsible for the following things, without limitation:
  - Adhering to all of the requirements established by Office of School Facilities including coordination of design reviews and approvals, special inspectors and occupancy inspections.
  - Methods of construction
  - Safety programs
  - General conditions
  - Securing all required local, state and federal permits and approvals
  - Prequalification of potential subcontractors
  - Procurement of all work
  - Certification of work-in-place
  - Monthly payment requests
  - Coordination and scheduling of all work of all construction contracts and miscellaneous contracts required for the completion of the project within the predetermined budget and schedule
  - Coordination with the District to ensure proper installation of all necessary low-voltage wiring systems for technology and HVAC controls. Provide, manage, and install all low-voltage systems.
  - Provide and install all FF&E.
  - Post-Occupancy services for a time period necessary to support building commissioning and to conform project performance to the District design requirements for "energy positive" and "high performance" schools.

- 3.4 It is the responsibility of each Offeror to examine the entire solicitation and review its response for accuracy before submitting their qualifications. Once submission deadlines have passed, all responses will be final. The District may request clarification from any individual respondent relative to their response, and reserves the right to ask for additional information from all parties that have responded with their qualifications. Each respondent must describe experience if there are multiple firms proposed as one team.

#### Article 4 Evaluation Criteria

- 4.1 Upon receipt of all offers by the opening date and time specified in the RFQ, the Office of Procurement Services shall review all offers for responsiveness to the solicitation documents. The District reserves the right to consider any offer as non-responsive based solely on its judgment that the offer does not satisfactorily meet the criteria of this solicitation or the District's Procurement Code. Those offers found to be responsive shall be evaluated based on the merits of the technical offer submitted as it related to the evaluation criteria.
- 4.2 The District Selection Committee will establish the weights to be assigned to the following criteria which weights will be stated in an addendum. During the evaluation, the District Selection Committee shall read, review, and evaluate the offers based on the following criteria:
- Prior Performance and Related Experience on Similar Projects;
  - Offeror Technical Expertise & Experience;
  - Accessibility of Offeror and District Commitment;

- Recent, Current, and Projected Workloads;
  - Creativity and Insight Related to the Project;
- 4.3 Once the review committee has read and rated each offer, a composite rating will be developed which indicates the Offerors' collective ranking from the highest ranked offer in descending order. This list will be used to short-list for the Request for Proposals for Design-Build services as determined by the District that will provide for up to nine (9) Offerors. If less than five (5) qualified firms or persons respond to the advertisement, then the District may cancel the solicitation.
- 4.4 Interviews will be used to clarify the offer. Participating in an interview does not guarantee a contract award.

#### **Article 5** **Selection and Invitation**

- 5.1 It is the intention of the District to invite up to the nine (9) highest ranked responsive and responsible Offeror(s) based on qualifications to participate in the Request for Proposals for Design-Build services solicitation
- 5.2 Once a decision has been reached after the qualification review, a Notice of Selection identifying the Offeror(s) to whom the District intends to invite for the Request for Proposals for Design-Services with shall be posted to the District's website at: <http://apps.hcs.k12.sc.us/apps/protrac/>.
- 5.3 Only successful Offeror(s) will be allowed to respond to the Request for Proposals for Design-Build services. The Design-Build contract including all contract exhibits and design criteria will be included in the future Request for Proposals for Design-Build services.
- 5.4 Any Offeror or potential Offeror who feels he/she has been aggrieved because of this solicitation, any addendum thereto, or subsequent award of contracts has a right to protest and to present an appeal in accordance with the District's Procurement Code, which can be viewed on the District's website at: [http://www.horrycountyschools.net/departments/fiscal\\_services/procurement/](http://www.horrycountyschools.net/departments/fiscal_services/procurement/).
- 5.5 The invitation is subject to the provision of the District's Procurement Code and any applicable laws of the State of South Carolina. Any contract entered into as a result of this solicitation shall be governed by the laws of the State of South Carolina.

## DEFINITIONS



Following are definitions of terms used in the *Proposal Instructions*. These definitions are not entire, plenary, or exhaustive of all terms used. Terms may be defined where used, in the District's Procurement Code, or may be subject to normal and usual interpretation in the context used.

1. **Addenda:** Written or graphic instruments issued by the District prior to the RFP submittal date and time which modify or interpret the RFP instruction manual, postpone the RFP submittal date and time or withdraw the RFP. Only those additions, deletions, corrections or clarifications in writing in the addenda are contractually binding.
2. **Architect/Engineer:** Any individual or entity legally qualified to practice architecture or engineering in South Carolina with whom the District has a contractual agreement to provide services pertaining to construction that members of this profession or those in their employ may justifiably perform. Any reference to Architect/Engineer also includes any representatives, agents or employees of the Architect/Engineer.
3. **Board:** The Horry County Schools Board of Education
4. **Buyer:** Designee of the District Procurement Coordinator assigned to officiate the solicitation process for construction work or other related services.
5. **Change Order:** Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
6. **Contract Agreement:** The written and executed *Contract Agreement* between the District and the Vendor for purposes of performing the work identified in the Contract Documents at the agreed upon contract price during the agreed upon contract time. The executed *Contract Agreement* supersedes any prior negotiations, representations, or agreements, whether written or oral, unless incorporated in the *Contract Agreement* by reference to supplementary documents, or through execution of a *Change Order*. The contract between the District and the Contractor is not to be construed as an agreement between the District and any subcontractor, material or equipment supplier, or any other individuals or entities enjoined to the Contractor for purposes of contract execution.
7. **Contract Documents:** Documents including all terms and conditions and forms contained in the Contract Documents as originally published as well as any published bid addenda, any referenced drawings and specifications related to the project and integral to the performance of the work, and any *Change Order* (or directive) executed after contract execution.
8. **Debarred:** The disqualification of an individual or entity from bidding on or being awarded a contract by the State of South Carolina or any other governmental entity for a specified period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. Any individual or entity debarred by the State of South Carolina or other governmental entity is ineligible to bid on or accept any contracts with the District under the debarred name or any other name.
9. **Design services:** Architect-engineer, construction management, or land surveying services as defined in Section 11-35-2910 and awarded pursuant to Section 11-35-3220 of the South Carolina Consolidated Procurement Code
10. **District:** Horry County Schools as represented by its Board of Education, Superintendent, management staff, procurement officials, employees, or other authorized representatives or agents. Designated representatives who are not employed by the District or who do not serve on the Horry County Schools Board of Education may be any individual or firm who, through a contractual agreement, are designated to serve in an official capacity on behalf of the District.
11. **Entity:** Any business, corporation, partnership, sole proprietorship, joint stock company, joint venture, or any other legally formed organization.
12. **Equipment:** The hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the operation and maintenance of the equipment being acquired. The terms "Product" and "System" are used interchangeable with the term "Equipment".
13. **Informality or Irregularity:** A solicitation requirement not fully complied with by the Offeror, waived by the District or allowed to be corrected when it is merely a matter of form or an immaterial variation from the exact requirements of the *Proposal Instructions* having no effect or negligible effect on total bid price, quality, quantity or delivery of supplies or performance of the contract and for which the waiver or correction would not be prejudicial to the relative standing of the other bidders.
14. **May:** The word "may" or other such words or phrases used anywhere in the Contract Documents indicates a request or recommendation that is adhered to by the Offeror at his/her choice whether in the negative or the affirmative.
15. **Minority or Woman Owned Business:** Means a small business concern that is at least fifty-one percent (51%) unconditionally owned by one or more individuals who are both socially and economically disadvantaged or are women or a publicly owned business having at least fifty-one percent (51%) of its stock unconditionally owned by one or more socially and economically disadvantaged individuals or by women.
16. **Notice of Selection:** A written notice of the District's acceptance of an Offeror's proposal and the intention for invitation to the Request of Proposal. The *Notice of Selection* is mailed to all bidders and posted at <http://apps.hcs.k12.sc.us/apps/protract/>. The *Notice of Selection* is not an authorization for commencement of work but only serves as a notice of the District's intention to enter into a contract. Such *Notice of Selection* may be cancelled.
17. **Offer:** The bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer".
18. **Offeror:** The single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror".
19. **Official Submission Form:** A form furnished by the District to be completed and signed by an authorized representative of the proposing entity and submitted by the proposal opening date and time, which constitutes the Bidder's offer to furnish all materials and labor to accomplish the work at the offered prices in the time frame established by the District.
20. **Pre-proposal Conference:** A meeting, generally conducted at the worksite location if there is an existing structure, approximately fifteen (15) days prior to the bid opening date and time for potential bidders, the Architect/Engineer, and District representatives to view and/or discuss the conditions under which the work is to be performed and to provide clarification of the Contract Documents, which shall be confirmed in a subsequent *Addendum*. Normally the pre-proposal conference is voluntary (non-mandatory) unless otherwise stated in the *Request for Proposals*; however, Offerors are responsible for getting the issued addendum following the conference. If the pre-proposal conference is designated as mandatory in the *Request for Proposals*, only those proposals from those offerors represented at the mandatory conference shall be considered.
21. **Principal:** Officers, directors, owners, partners, and individuals having primary management or supervisory responsibilities within a business entity, including project directors, financial officers or other such key personnel.
22. **Project:** The total scope of work to be performed as provided in the Contract Documents whether performed by one or more contractors, subcontractors or the District itself. (Also referred to as the "work," the "work to be performed" or other such terms.)
23. **Proposal Instructions:** A set of instructions, contract documents, forms and other such data intended to describe the services to be performed and the conditions under which a response is to be submitted and a contract awarded. A corresponding name and RFP number identifies the RFP instruction manual.
24. **Representative:** An authorized designee of an individual or entity with formal responsibilities as specified by contract or employment agreement.
25. **RFQ (Request for Qualifications):** The announcement soliciting responses from individuals or firms on the basis of demonstrated competence and qualification for the particular type of services required.
26. **Shall:** The word "shall" or "must" or other such words or phrases used anywhere in the Contract Documents indicates a mandate that must be adhered to by the Offeror, Contractor, Architect/Engineer or District, whether in the negative or the affirmative.
27. **Software:** All related materials and documentation whether in machine readable or printable form.
28. **Solicitation:** This document, including all its parts, attachments and any Addenda.
29. **Subcontractor:** An individual or entity, who is properly licensed to do business in the State of South Carolina, having a direct contract with the Contractor to perform a portion of the work described in the Contract Documents. Any reference to subcontractor also includes

any representatives, agents, or employees of the subcontractor or any other entity enjoined to the subcontractor to perform any work in relation to the project.

30. Submittal and Public Opening Date and Time: The date and time established in the RFP or subsequent addenda for receipt of sealed responses.

31. Suspension: Disqualification of an entity to submit a bid or receive an award of a contract from the State of South Carolina or other governmental entity for a designated period of time pending the completion of an investigation and any legal proceedings that may ensue because the entity is suspected, upon probable cause, of engaging in criminal, fraudulent, seriously improper conduct or the failure or inadequacy of performance.

32. Taxpayer Identification Number (TIN): Means the number required by the Internal Revenue Service to be used by the Bidder or Contractor in reporting income tax and other returns. (A Federal Identification Number or Social Security Number.)

33. Design-Build: A project delivery method in which the governmental body enters into a single contract for design and construction of an infrastructure facility. S.C. Code § 11-35-2910(7).

34. Design Professional and Designer of Record: See definition for Architect/Engineer.

35. Building Commissioning: A formal and systematic process of documentation, adjustment, testing, verification, and training, focused on quality assurance and performed specifically to ensure that the finished facility operates in accordance with the District's documented design requirements and the construction documents.

36. Commissioning Provider: The entity or person providing building commissioning services for a project.

37. Design requirements: The written description of the infrastructure facility(e.g., schools) to be procured ... including: (a) required features, functions, characteristics, qualities, and properties that are required by the District; (b) the anticipated schedule, including start, duration, and completion; and (c) estimated budgets as applicable to the specific procurement, for design, construction, operation, and maintenance. The design requirements may, but need not, include drawings and other documents illustrating the scale and relationship of the features, functions, and characteristics of the project. S.C. Code § 11-35-2910(10).

38. Independent Peer Review: The function of confirming that the key elements of the professional engineering and architectural design provided by the design-builder conform to the applicable standard of care. S.C. Code § 11-35-2910(11).

39. Proposal Development Documents: The drawings and other design-related documents that are sufficient to fix and describe the size and character of an infrastructure facility as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate to the applicable project delivery method. S.C. Code § 11-35-2910(14), including civil engineering design.

*End of Definitions*

# PROPOSAL INSTRUCTIONS



1. **Offeror Representations:** By signing and submitting a proposal, the proposing company's (the Offeror's) Principal represents he/she has read and understands these *Proposal Instructions* as well as the work to be performed and the conditions under which the Offeror shall perform the work and the proposal is made in accordance therewith. The Offeror's principal certifies the proposal submitted is based upon the services required and/or the materials, equipment and systems specified in the Contract Documents, as amended by any addendum, and incorporates all costs necessary for the successful completion of the work to be performed in the stipulated time.

2. **Offeror Licensing:** The Offeror's principal represents the Offeror has met the licensing requirements for the State of South Carolina, is not debarred or suspended by any governmental entity or the State of South Carolina, and is eligible to submit a proposal/bid to and perform consultant work for Horry County Schools ("the District"). The Offeror further represents all subconsultants/subcontractors stated on the *Official Submission Form* or subsequently enlisted to perform a portion of the work outlined also meet all licensing requirements of the State of South Carolina as may be required, and are not debarred or suspended from submitting a bid or performing construction services for any governmental entity or the State of South Carolina. Offerors and their subconsultants/subcontractors are advised the District shall report Contractor Licensing Law violations to the S.C. Contractors' Licensing and Regulations Board.

3. **Proposal Documents:** Any potential Offeror is solely responsible for obtaining a complete set of solicitation Documents (*Proposal Instructions*, addenda and forms) as issued by the District, which are an integral part of the solicitation process, from the posted source(s) as directed in the *Request for Qualifications*. The availability of these documents does not confer a license or grant permission for any other use of any portion of the solicitation Documents.

4. **Pre-Existing Site Conditions:** Before submitting a proposal, the Offeror shall carefully review all documents and examine the worksite (if needed) in conjunction therewith to ascertain site conditions affecting the performance of the work. If the Offeror receives a contract award but failed to make such examinations, the Offeror shall in no way be relieved of the obligation to comply in every detail with all provisions and requirements of the Contract Documents without additional compensation or time.

5. **Pre-Bid Conference:** While the District considers any scheduled pre-bid conference critical to understanding the bidding and project requirements and site conditions; attendance is non-mandatory unless otherwise stated in the *Request for Qualifications*; however, Offerors are responsible for ensuring they have received the information from the pre-bid conference site review provided in a subsequent addendum. The date, time and location of any pre-bid conference are stated in the *Request for Proposals*.

6. **Addenda:** Addenda shall be issued prior to the proposal opening date and time for the purposes of modifying or interpreting the Contract Documents through additions, deletions, clarifications or corrections. No addendum shall be issued later than four (4) days prior to the proposal opening date except to a) withdraw the *Request for Qualifications*, or b) to postpone the proposal opening date and time. When an addendum is issued for the purposes of postponing the proposal opening date and time, the addendum shall establish the new proposal opening date and time no earlier than five (5) days after the addendum issue date. Addenda shall be posted on the on-line bidding source(s) stated in the *Request for Qualifications*. An Offeror shall acknowledge receipt of all addenda issued by identifying the addendum number and the date of issuance with the Offeror's initials in the spaces provided on the *Official Submission Form* or the proposal shall be found non-responsive in accordance with the District's Procurement Code.

7. **Authorization of Offeror:** The legal name of the Offeror and the signature of the Offeror's Principal shall be affixed on the *Official Submission Form* and other documents requiring signature as part of the proposal submission along with required notarizations. A proposal submitted by an agent shall have a current written power of attorney attached certifying the agent's authority to bind the Offeror. Unsigned submission forms shall render the proposal non-responsive in accordance with the District's Procurement Code.

8. **Official Submission Form:** To assist in the comparison of responses submitted, all proposals shall be submitted on the District's *Official Submission Form* or an identical copy and in the format requested in the *Official Submission Form* or the proposal may be considered non-responsive and, therefore, not considered. To ensure a proposal is considered responsive, a) all blanks or information requested shall be completed in ink or by typewriter or computer, b) all blanks or information requested on the official submission form shall be completed in full or have inserted in the blank the words "N/A" (not applicable) or "none" or other such designation, c) formatting of responses as requested in the *Official Submission Form* shall be adhered to; d) all issued addenda shall be acknowledged; and e) all insertions, alterations and/or erasures shall be initialed by an official representative of the Offeror. Any modification to the requirements of the Contract Documents or any other

Offeror conditions may render the proposal non-responsive in accordance with the District's Procurement Code.

9. **Submitting Confidential Information:** Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however the Offeror must invoke this protection by doing so in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. Marking the entire response or substantial portions of the response as proprietary shall not be honored by the District and may result in the response being found non-responsive, and therefore, not considered.

10. **Subconsultant/Subcontractor Disclosure:** The successful Offeror will be the primary point of contact with regard to all stipulations, including payment of all fees and the meeting of all requirements of the *Request for Qualifications* and the subsequent contract. Where Offerors do not have the in-house expertise or manpower to provide all the services requested, subcontracting may be permitted, with full disclosure in the response and approval of the District. Disclosure of subconsultants/subcontractors after contract award is not acceptable. Any Offeror, whose response includes subconsultants/subcontractors, is required to act as the primary administrative contact for services to be performed by those subcontractors and must assume full responsibility for the risk/liability, delivery and quality of such services performed. The District shall have the right to request removal and/or replacement of any subconsultants/subcontractor that cannot perform to the District's standards. The Offeror shall identify specifically the District's contractual obligation to any subconsultants/subcontractor of the Offeror. The District must be assured that any proposed subcontractors can perform the work to the desired quality and in a timely manner; therefore, names and qualifications of any potential subconsultants/subcontractors recommended to the District must be disclosed in the response.

11. **Subconsultant/Subcontractor Substitution:** The District shall have the right to reject any subconsultant/subcontractor that ordinarily appears to meet the requirements but, unknown to the Bidder, is not acceptable to the District at the time of bid submission. Substitution of an unacceptable subconsultant/subcontractor shall be in accordance with the District's Procurement Code. If, at the opening, the Offeror lists a subconsultant/subcontractor who, at the time the bid was submitted, was not sufficiently licensed under State law to perform the work for which it was listed as the subconsultant/subcontractor, the bid shall be considered non-responsive unless allowed by the District under Paragraph 17.

12. **Use of Minority and Economically Disadvantaged Vendors:** The District encourages the Offeror's use of minority-owned and women-owned businesses provided they meet all the requirements of the *Proposal Instructions*, as applicable.

13. **Receipt of Qualifications:** Qualification packages shall be received at the location stated in the *Request for Qualifications* no later than the date and time published in the *Request for Qualifications*, as they may be amended by any addendum. Timely submission of a fully completed qualifications package is solely the responsibility of the Offeror. It is the Offeror's responsibility to synchronize submission time with the District's official bid clock at the bid opening location to avoid late submissions.

14. **Ownership of Materials:** All materials submitted in response to the *Request for Qualifications* shall become the property of the District. The original response submitted shall be retained for the official files, and it along with the redacted copy shall become a public record after award and shall be open to public inspection upon request under the Freedom of Information Act. All other copies of the response submitted may be destroyed after an award is made.

15. **Proposal Acceptance Period:** Any proposal submitted in response to this *Request for Qualifications* constitutes a firm commitment for a period of sixty (60) days following the proposal opening date and time.

16. **Withdrawal or Modification of a Proposal:** A response shall not be modified, withdrawn or cancelled by the Offeror during the one hundred twenty (120) calendar days immediately following the public opening date and time as stated in the *Request for Qualifications* or any subsequent addenda as may be provided for in the District's Procurement Code. Any District request for clarification or additional information regarding a response shall not be considered as authorization to amend any portion of the initial response.



Prior to the public opening date and time, a proposal may be modified or withdrawn by notice to the District's Buyer listed in the *Request for Qualifications*. Such notice shall be in writing with the signature of the Offeror that signed the original response and shall be mailed, hand delivered, or sent via express carrier in a sealed envelope to arrive no later than the submittal and public opening date and time.

17. Right of Waiver: In accordance with the District's Procurement Code, the District reserves the right to a) waive minor informalities or irregularities; b) reject any and all responses or any portions, thereof; c) accept firm proposals from the top rated Offerors to the RFQ in such number as the District may determine and select such proposal that the District deems is in the best interests of the District; d) reject any and all proposals offered or any portions thereof; or e) other such rights as provided in the District's Procurement Code or this RFQ.

18. Non-Collusion Clause: By submitting a signed proposal, the Offeror certifies that he/she nor the firm represented nor any other employee or representative of the firm has divulged to, discussed with, nor compared the response submitted with any other Offeror or potential Offeror and has not colluded with any other parties including the District or School Board to this competitive *Request for Qualifications*. The Offeror further certifies that he/she is not party to any collusive action or any action which may be in violation of any federal or state antitrust act, nor has the Offeror offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with the proposal to be offered to the District. Any and all proposals shall be rejected if there is any reason for believing collusion exists among the Offerors which may be a violation of Federal or State antitrust acts. The District may or may not, at its discretion, accept future proposals/bids for similar work from Offerors suspected of collusion.

19. Proposal Expenses: All costs associated with a) attendance at any pre-proposal conference(s) or other proposal meetings including pre-award interviews, b) worksite observations, c) preparation and presentation of a proposal, d) supplying any documentation required by the District for purposes of determining Offeror responsibility or in relation to any protest or appeal, or e) any other costs incurred is solely the responsibility of the Offeror.

*End of Proposal Instructions*

## PROPOSAL SPECIAL INSTRUCTIONS



1. **Interpretations and Clarifications:** Requests for additional information or questions regarding error, omission or clarification of any portion of the Solicitation Documents or the Contract Documents, shall be submitted in writing to the District Contact Person stated in the *Request for Qualifications* by e-mail or facsimile no later than five (5) days prior to the bid opening date and time as may be amended. Any interpretations, corrections, or changes to the Solicitation Documents or the Contract Documents made in any other manner than by a written addendum shall not be binding, and Offerors shall not rely upon them.

2. **Communication with District Officials:** Potential and actual Offerors (including any subcontractors or sub-consultants) shall NOT contact members of the School Board or the District Review Committee at any time during the submission, evaluation, and/or selection process with the purpose of influencing the outcome of the competition. All communication concerning the solicitation shall proceed through the Horry County Schools Office of Procurement Services.

3. **Number of Copies & Response Format:** One (1) original, ten (10) copies, and one (1) electronic copy. Bulky, ornate, and/or costly binding of the original response is not necessary or required. The original copy shall be so marked as "Original". Responses are limited to forty (40) standard (8½" x 11") pages (may be fewer) using a minimum of a 10-point font. Each side of paper with responsive material printed on it is its own "page" for purposes of this limit. The pages of the qualifications response must be numbered. A table of contents, with corresponding tabs in the body of the response, must be included as well to identify each section. Placing multiple tabs on a single page is perfectly acceptable. If more than one item in the table of contents can be started on the same page, you may do so and place all corresponding tabs on that page. To avoid unnecessary length, internal cross-references are encouraged where any particular information requested is adequately presented elsewhere in the response package. Any affidavits, certifications, or signed statements called for may be included in an appendix and will not count toward the page limit. Responses shall be portrait orientation.

4. **Magnetic Media – Required Format:** As noted above in Item # 2, an original hard copy of your offer must be accompanied by the specified number of copies in the following electronic format: thumb drive, compact disc (CD) in one of the following formats, CD-R, DVD-ROM; DVD-R; or DVD+R. Formats such as CD-RW, DVD-RAM, DVD-RW, DVD+RW, or DVIX are not acceptable and will result in the Offeror's proposal being rejected. Every CD/thumb drive must be labeled with Offeror's name, solicitation number, and specify whether contents contain the business proposal or cost proposal. If multiple thumb drives/CD sets are provided, each thumb drive/CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each thumb drive/CD must be identical to the original hard copy. File format shall be MS Word 97 or later.

5. **Submitting Redacted Offers:** You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the Item entitled "Submitting Confidential Information". In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt (trade secret or proprietary information), i.e. a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should a) reflect the same pagination as the original; b) show the empty space from which information was redacted; and c) be submitted on magnetic media. (See Item entitled "Magnetic Media – Required Format".) Except for the redacted information, the CD or thumb drive must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

6. **Qualifications Submission:** Proposals delivered orally or via telephone, telegraph, e-mail, facsimile, or other such methods are not sealed proposals and are unacceptable. Proposals submitted in any other way than as required in these *Proposal Instructions* shall be considered non-responsive in accordance with the District's Procurement Code. In addition, proposals shall be submitted in the English language and in U.S. dollars, unless otherwise permitted by the solicitation.

7. **Sealed Proposal Packaging:** The documents required for proposal submission shall be enclosed in a sealed, opaque envelope before delivery, mailing, or insertion into any express carrier envelope or packaging. The exterior of the sealed, opaque envelope shall be clearly marked with a) the solicitation name and project/solicitation number, b) the Offeror's name and address, and c) the words "SEALED QUALIFICATIONS" in bold print. The Offeror shall assume full responsibility for the correct packaging and identification of the sealed proposal to prevent exposure of proposal pricing prior to the official proposal opening date and time. Any pre-mature opening of a proposal shall be handled in accordance with the District's Procurement Code.

8. **Discussion with Responsive Offerors:** During the review process, the District shall have the right to request from the Offeror any other information or evidence it deems necessary for evaluation of the proposals and relevant to the any one or more of the evaluation factors. The failure of any Offeror to promptly provide such requested information shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the proposal.

9. **Protest Procedure:** Any Offeror or potential Offeror who feels he/she has been aggrieved in connection with this solicitation, an addendum to the solicitation, or the subsequent award of a contract has a right to protest and to present an appeal, in writing, in accordance with the District's Procurement Code to the District's Procurement Coordinator within the required number of days from the date of the solicitation, an addendum or the award, whichever is at issue. A copy of the Procurement Code can be found on the District's website at [http://www.horrycountyschools.net/pages/Horry\\_County\\_Schools/335237329673269426/Fiscal\\_Service/Procurement](http://www.horrycountyschools.net/pages/Horry_County_Schools/335237329673269426/Fiscal_Service/Procurement).

*End of Proposal Special Instructions*

## INFORMATION FOR OFFERORS TO SUBMIT



The Offeror shall prepare a response to all of the following questions and shall submit one (1) original, ten (10) copies, and one (1) electronic copy to Horry County Schools as stated in the Special Instructions.

### SECTION 1: Signatory/Information & Financial Sheets

The qualifications package shall begin with a one-page cover letter, briefly identifying the offering firm and stating that the Principal submitting the offer and signing the *Official Submission Form* has the authority to bind the Offeror in a contract. Clearly state the strengths of the proposed team and what would distinguish this team from other firms.

REGARDLESS OF CORPORATE FORM OF THE "FIRM" FORMALLY OFFERING, WHERE INFORMATION IN SECTIONS 2, 4 AND 5 IS REQUESTED FOR A "FIRM" PLEASE INCLUDE RELEVANT INFORMATION FOR THE LEAD CONSTRUCTION CONTRACTOR AND THE DESIGN PROFESSIONAL OF RECORD.

The *Official Submission Form* shall follow the cover letter and all questions shall be answered and addenda acknowledged.

Following the *Official Submission Form*, the Offeror shall indicate on a separate sheet any exceptions to the solicitation documents and suggest an alternate condition. Please be sure the solicitation condition is clearly identified. The Offeror is cautioned that the District has the right to accept or reject any proposed alternate conditions and that listing of alternate conditions which could alter the relative standing of the Offerors could make the offer non-responsive to the solicitation requirements. Firms are encouraged to submit any requests for changes by the time required in the solicitation for submission of questions, requests for qualifications, etc.

The Offeror shall provide information reflecting your current financial position, i.e. most recent financial statement, etc. The Offeror must have adequate financial resources to perform the contract, or the ability to obtain them. Complete all questions identified on the *Official Submission Form* related to financial and legal information.

The following sections are generally in order of importance. However, District Selection Committee will establish the final weights to be assigned to these sections for purposes of short-listing, which weights will be stated in an addendum.

### SECTION 2: Prior Performance and Related Experience on Similar Projects (% TBD)

Offeror shall complete the forms including five (5) projects completed within the last five (5) years that best illustrate capabilities including:

- Description and scope of project. Include representative floor plans, elevations, and other images required to show the scope and complexity of the project.
- Contact person and contact numbers/email of Owner.
- Initial budget for design and construction services, initial construction budget including sitework, building construction, FF&E and food service. Provide final design cost and final construction cost with explanation for deviations, if required.
- Initial time frame for design services and initial construction time frame. Provide final design time frame and final construction time frame, with explanation for deviations, if required.
- A brief description of the major challenges during design and the final solution.

SEPARATELY ON CONTINUATION SHEETS (ONE PAGE MAXIMUM PER PROJECT) ADDRESS THE FOLLOWING SPECIAL INFORMATION IN A CONCISE NARRATIVE FORMAT: It is desired that at least one of the projects/examples required above demonstrate related experience:

- with energy-positive projects, including renewable on-site energy production;
- with high-performance projects;
- with design-build projects;
- with projects where the execution of the project included that entity's participation in the integration and optimization on a life cycle basis of energy conservation, environment, safety, security, durability, accessibility, cost-benefit, productivity, sustainability, functionality, and operational considerations.
- with post-occupancy services in support of building commissioning to conform project performance to design requirements.
- Describe the Owner's post-occupancy satisfaction with the project results.

It is also desired, but not required, that at least one (1) of the projects/examples has been for K-12 facilities in South Carolina.

The projects/examples listed in this section shall serve as references should the District choose to contact them. Failure to include viable and accurate data, contact information,

and project information may be ample cause for rejection of the qualifications package as non-responsive.

Confine response to no more than ten (10) typewritten pages of the response form, plus continuation sheets as requested above for certain projects, using standard font and no less than size 10. Where several entities are responding per the directions in Section 1, the grand total of all response forms is 20 pages, and the grand total of continuation sheets for certain projects as requested above is 6 pages.

### SECTION 3: Offeror Technical Expertise & Experience (% TBD)

The Offeror shall identify the name(s) of the individual(s) that meet the minimum requirements listed. Complete only those sections for which you have affiliates, employees, subcontractors, or consultants that you can reasonably predict may work on District projects. No other personnel, subcontractors, or consultants shall work on District projects except as approved by the District. You may include more than one name in each section.

Provide answers to all requests for information on the sheet provided. Include in this section:

- Brief resumes for all staff that my work on District projects; include current SC registration numbers if applicable;
- Pertinent information about any subcontractors or consultants that will be providing any work on District projects;
- Information related to licensing reprimands, revocations, cease and desist orders, etc. filed on Principal or any other Principal for the Provider by the S.C. Labor, Licensing and Regulation office.

Confine response to the provided form for no more than ten (10) additional pages for financial information, staff member, subcontractor or consultant identified on the form. Use a standard font and no less than size 10.

### SECTION 4: Accessibility of Offeror and District Commitment (% TBD)

In this section, Offeror shall identify:

- Location of the Offeror's main office address;
- Location of the Offeror's office from which the staff will work on District projects;
- Information on Offeror's accessibility to Horry County and how the Principal will be available to the District, including response time; and
- The Offeror's philosophy on performing services for the District.

Confine response to no more than five (5) typewritten pages using standard font and no less than size 10.

### SECTION 5: Recent, Current, and Projected Workloads (% TBD)

In this section, Offeror shall identify the following for the proposed design team (stated in Section 3 above):

- Workloads/projects of the Offering firm completed within the last two (2) years;
- Current and projected workloads of the Offering firm and anticipated completion dates over the next three (3) years;
- Current and projected workloads of the major contractors/consultants and the anticipated completion dates over the next three (3) years;

Confine response to no more than five (5) typewritten pages using standard font and no less than size 10.

### SECTION 6: Creativity and Insight Related to the Project (% TBD)

In this section, Offeror shall identify the firm's philosophy on design-build delivery method, energy positive, and high performance educational facilities based on the District's Capital Plan, Educational Specifications, and information provided in this solicitation. Please explain how the philosophy takes into consideration existing budgets as well as input from the community to accomplish the desired goal.

Confine response to no more than five (5) typewritten pages using standard font and no less than size 10.

End of Information for Offerors to Submit

OFFICIAL SUBMISSION FORM(S)



RFQ # 1415-64

Date of Offer: \_\_\_\_\_ Federal Identification Number: \_\_\_\_\_

Offeror Firm/Provider Name: \_\_\_\_\_

Offeror Mailing/Street Address: \_\_\_\_\_

Offeror City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Website  
Address: \_\_\_\_\_

Name/Title of Principal: \_\_\_\_\_

Signature of Principal: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Principal's Email Address: \_\_\_\_\_

Please answer the following questions:

Are you certified as a MOB/WOB (minority owned business/woman owned business) by the State of South Carolina? ☐ Yes ☐ No If yes, provide certification number: \_\_\_\_\_

If no, would you qualify as a MOB/WOB based on the District's requirement of fifty-one percent (51%) ownership by a woman/women or person(s) of ethnic (non-white) origin? ☐ Yes ☐ No

Is the Principal on this cover sheet legally authorized to bind the Offeror? ☐ Yes ☐ No

Acknowledge receipt of all addenda issued: \_\_\_\_\_

|                    |                          |
|--------------------|--------------------------|
| Addendum No. _____ | Offeror's Initials _____ |
| Addendum No. _____ | Offeror's Initials _____ |
| Addendum No. _____ | Offeror's Initials _____ |

### Offeror Financial Stability:

1. Does the Offering firm have an accounting system that permits timely and adequate development of cost data accurately across all projects in progress and according to GAAP (*Generally Accepted Accounting Procedures*)? ☐ Yes ☐ No
2. State your current Dunn & Bradstreet rating/number or the rating of any other credit service to which you furnish information. (*If not Dunn & Bradstreet, specify name of service.*) \_\_\_\_\_
3. Has the Offering firm in the past five (5) years, currently, or anticipate in the future to:
- A. File a voluntary or involuntary petition of bankruptcy? ☐ Yes ☐ No
- B. Be insolvent? ☐ Yes ☐ No
- C. Be appointed a receiver or trustee for you (*the Offering firm*)? ☐ Yes ☐ No
- D. Be assigned for the benefit of creditors? ☐ Yes ☐ No
- (*If yes to any question, provide details on a separate sheet.*)
4. Does the Offering firm have a current insurance provider and surety who can write the forms and amounts of insurance coverage and provide the performance and payment bonds required? ☐ Yes ☐ No
5. State the Offering firm's current insurance EMR (*Experience Modifier Rate*). \_\_\_\_\_
6. Does the Offering firm have a current workers' compensation insurance policy with a company licensed by the State of South Carolina covering all workers? (*If "no," explain on a separate sheet.*) ☐ Yes ☐ No
7. State Offering firm's annual work performed (*annual revenues from project construction only*) for each of the last three (3) years:
- |   |                   |
|---|-------------------|
| Most recent calendar year or fiscal year dates: _____ | Dollars: \$ _____ |
| Previous calendar year or fiscal year dates: _____    | Dollars: \$ _____ |
| Previous calendar year or dates: _____                | Dollars: \$ _____ |
8. Does the Offering firm have certified financial statements for each of the above three (3) years? (*NOTE: Financial statements are required to be submitted. The minimum information required is a certified financial statement, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow.*) ☐ Yes ☐ No
9. Has a surety firm completed a contract or paid for completion of a contract because of default/failure of the Offering firm within the previous five (5) years? (*If yes, provide details on a separate sheet.*) ☐ Yes ☐ No
10. What is the Offering firm's current aggregate bonding capacity? \$ \_\_\_\_\_
11. On the date of the current bid, what amount of the above aggregate bonding capacity is available? (*Do not include current bid.*) \$ \_\_\_\_\_
12. Has any claim been filed against the Surety Company's performance or payment bonds for the Offering firm or Qualifier in the past five (5) years? (*If yes, provide details on a separate sheet, including name of surety, phone number, date of claim, claim identification numbers, claim amount, reason for claim, and current status of claim.*) ☐ Yes ☐ No

### Compliance and Legal:

13. Has the Offering firm filed any lawsuits or requested arbitration or mediation relative to a design or construction contract within the last five (5) years? (*If yes, provide details on a separate sheet.*) ☐ Yes ☐ No
14. Has the Offering firm failed to complete any contracted work or been found in breach or default on a contract in the past five (5) years for any project? (*If yes, give complete details of circumstances on a separate sheet, including Owner's name, contact person, phone number, original contract amount, and any other details helpful to understand circumstances.*) ☐ Yes ☐ No
15. Has the Offering firm ever failed to pay suppliers or subcontractors amounts owed that resulted in lawsuits, judgments, liens or other such actions to collect such monies owed from the Offering firm? (*If yes, provide details on a separate sheet.*) ☐ Yes ☐ No
16. Does the Offering firm (*or any officer, director, owner, qualifier, project manager, procurement manager, or chief financial officer*) have any judgments, claims, arbitration or mediation proceedings or lawsuits pending or outstanding at the time of this bid? (*If yes, provide details on a separate sheet.*) ☐ Yes ☐ No
17. Is the Offering firm (*or any officer, director, owner, qualifier*) currently debarred from bidding or contracting with any governmental entity in any state or the federal government? (*If yes, provide details on a separate sheet.*) ☐ Yes ☐ No
- Has the Offering firm (*or any officer, director, owner, qualifier of the Offering firm*) ever been debarred under a previous company name? (*If yes, provide details on a separate sheet.*) ☐ Yes ☐ No
18. Has the Offering firm (*any officer, director, owner, qualifier, project manager, procurement manager, or chief financial officer*) been convicted within the past ten (10) years of a state or federal crime related to construction or contracting including, but not limited to, violation of ethics, antitrust laws, fraud, conspiracy to bid rig, or other such acts? (*If yes, provide details on a separate sheet.*) ☐ Yes ☐ No

## SECTION 2

### Prior Performance and Related Experience on Similar Projects

Offering Firm's Name: \_\_\_\_\_  
Principal's Name: \_\_\_\_\_

**Design Examples** (*Representative floor plans, elevations, and other images that show the scope and complexity of the project are required.*):

1.

Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Contact Info: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Describe Project Scope: \_\_\_\_\_  
Time Frames: Design Services Start: \_\_\_\_\_ Design Services Complete: \_\_\_\_\_  
Construction Start: \_\_\_\_\_ Construction Complete: \_\_\_\_\_  
Budget vs. Actual Costs: Design Services Budget: \_\_\_\_\_ Design Services Actual: \_\_\_\_\_  
Construction Budget: \_\_\_\_\_ Construction Actual: \_\_\_\_\_  
Major Problem: \_\_\_\_\_  
Solution: \_\_\_\_\_

2.

Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Contact Info: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Describe Project Scope: \_\_\_\_\_  
Time Frames: Design Services Start: \_\_\_\_\_ Design Services Complete: \_\_\_\_\_  
Construction Start: \_\_\_\_\_ Construction Complete: \_\_\_\_\_  
Budget vs. Actual Costs: Design Services Budget: \_\_\_\_\_ Design Services Actual: \_\_\_\_\_  
Construction Budget: \_\_\_\_\_ Construction Actual: \_\_\_\_\_  
Major Problem: \_\_\_\_\_  
Solution: \_\_\_\_\_

3.

Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Contact Info: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Describe Project Scope: \_\_\_\_\_  
Time Frames: Design Services Start: \_\_\_\_\_ Design Services Complete: \_\_\_\_\_  
Construction Start: \_\_\_\_\_ Construction Complete: \_\_\_\_\_  
Budget vs. Actual Costs: Design Services Budget: \_\_\_\_\_ Design Services Actual: \_\_\_\_\_  
Construction Budget: \_\_\_\_\_ Construction Actual: \_\_\_\_\_  
Major Problem: \_\_\_\_\_  
Solution: \_\_\_\_\_

4.

Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Contact Info: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Describe Project Scope: \_\_\_\_\_  
Time Frames: Design Services Start: \_\_\_\_\_ Design Services Complete: \_\_\_\_\_  
Construction Start: \_\_\_\_\_ Construction Complete: \_\_\_\_\_  
Budget vs. Actual Costs: Design Services Budget: \_\_\_\_\_ Design Services Actual: \_\_\_\_\_  
Construction Budget: \_\_\_\_\_ Construction Actual: \_\_\_\_\_  
Major Problem: \_\_\_\_\_  
Solution: \_\_\_\_\_

5.

Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Contact Info: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Describe Project Scope: \_\_\_\_\_  
Time Frames: Design Services Start: \_\_\_\_\_ Design Services Complete: \_\_\_\_\_  
Construction Start: \_\_\_\_\_ Construction Complete: \_\_\_\_\_  
Budget vs. Actual Costs: Design Services Budget: \_\_\_\_\_ Design Services Actual: \_\_\_\_\_  
Construction Budget: \_\_\_\_\_ Construction Actual: \_\_\_\_\_  
Major Problem: \_\_\_\_\_  
Solution: \_\_\_\_\_

### SECTION 3

#### Principal/Offeror Technical Expertise & Experience

| <u>Position</u>    | <u>Minimum Requirements</u>                           | <u>Name</u> |
|--------------------|---|-------------|
| Principal          | Corporate Officer or Partner + license + 10 yrs. Exp. | _____       |
| Other (List title) |   | _____       |
| Other (List title) |   | _____       |
| Other (List title) |   | _____       |
| Other (List title) |   | _____       |

Number of years Offeror has been in business: \_\_\_\_\_

Number of years Offeror has been in business in SC or had an office in the state: \_\_\_\_\_

Number of years Principal has been part of the firm: \_\_\_\_\_

Number of projects completed for school districts in the past five (5) years: \_\_\_\_\_

Number of projects completed for other governmental entities in past five (5) years: \_\_\_\_\_

Total number of projects completed in the past five (5) years: \_\_\_\_\_

Total number of projects completed for Horry County Schools in the past five (5) years: \_\_\_\_\_

Total number of projects completed in the last five (5) years on schedule: \_\_\_\_\_

Total number of projects completed in the last five (5) years within 10% of estimated budget: \_\_\_\_\_

Number of litigations/debarments filed against the firm in the last five (5) years: \_\_\_\_\_

Number of licensing reprimands, revocations, cease and desist orders, etc. filed on Principal: (If other than "0", provide details on a separate sheet.) \_\_\_\_\_



## Sheri L. Waincott

---

**From:** Keith R. Powell  
**Sent:** Thursday, February 26, 2015 4:26 PM  
**To:** Kenneth L. Childs  
**Subject:** FW: RFQ for Design-Build Services  
**Attachments:** RFQ 1415-64.pdf

FYI re Horry

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.childs-halligan.com](http://www.childs-halligan.com)  
(803) 254-4035

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**From:** Ara Heinz [<mailto:AHeinz@horrycountyschools.net>]  
**Sent:** Thursday, February 26, 2015 9:58 AM  
**To:** Rick Maxey; John Gardner; Daryl Brown; Matt Dean; Mark Wolfe; William F. Halligan; Keith R. Powell  
**Subject:** RFQ for Design-Build Services

Good morning,

The attached RFQ document has been posted to our website and has been advertised in today's edition of SCBO. In preparing for the release of this document, I wanted you to be aware of a couple of changes that have been made or will need to be addressed in the first addendum:

- The solicitation documents now reflect that 1 original, 10 copies, and 1 electronic copy of the qualification packages are to be submitted. (The documents originally stated 5 copies were required.)
- After a brief phone conversation with Mr. Powell and Mark, section 4.3 in the *Summary of Services Required* has been revised to state the following:

Once the review committee has read and rated each offer, a composite rating will be developed which indicates the Offerors' collective ranking from the highest ranked offer in descending order. This list will be used to short-list for the Request for Proposals for Design-Build services as determined by the District that will provide for up to nine (9) Offerors. If less than five (5) qualified firms or persons respond to the advertisement, then the District may cancel the solicitation.

Originally, the number listed in that sentence was 5, but it was changed to reflect consistency within the other parts of the document (Section 5.1, in particular).

- There was an issue with the SCBO ad this morning. They included extra information that should not belong in our ad but is part of their general ad template. They have since revised the ad leaving 1 minor inconsistency (regarding submission of confidential information) that can be addressed in the first addendum. I just wanted you to be aware in case you received comments from anyone.
- We will also need to address in the first addendum the number of pages that are allowed to be submitted in the qualification packages. In the *Proposal Special Instructions (# 3)*, it states that responses are limited to 40 standard pages. However, if an Offeror uses the maximum number of pages allowed to be submitted in each

section based on the *Information for Offerors to Submit*, the total number of pages is greater than 50. This should be clarified.

Please let me know if you have any questions or concerns about the document.

Regards,  
*Ara*

Ara Heinz | Procurement Services | ☎P: 843/488-6930  
Horry County Schools | 335 Four Mile Rd. | Conway, SC 29526  
Website: [Procurement.horrycountyschools.net](http://Procurement.horrycountyschools.net)



All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you received this correspondence in error please inform the sender immediately and delete the email and any attachments. (qwe1)



February 26, 2015

### NOTICE TO POTENTIAL OFFERORS

The Horry County Board of Education (the District) is soliciting qualifications from firms to perform Design-Build services for Carolina Forest, Myrtle Beach and Socastee Middle Schools, St. James Intermediate/Middle and Socastee Elementary School as High Performance – Energy Positive Schools. Sealed responses shall be received in accordance with the information provided in this Request for Qualifications (RFQ) instruction manual. On the basis of this RFQ, a short-list of respondents will receive an invitation to participate in the second step in this solicitation process – Requests for Proposal (RFP) for Design-Build Services.

Qualification packages are due by 2:00pm in Room B300 on Tuesday, April 7, 2015 at the Horry County Schools District Office located at 335 Four Mile Road, Conway, South Carolina 29526.

It is important that you follow the proposal format for submission of your resumes/qualifications exactly as requested in the RFQ manual. This will help ensure that your package is considered responsive.

Questions pertaining to this solicitation must be directed to the Buyer, Ara Heinz, via email at [AHeinz@horrycountyschools.net](mailto:AHeinz@horrycountyschools.net) no later than 12:00 pm EST on Monday, March 23, 2015. The District will not respond to late questions submitted or verbal inquiries.

**HORRY COUNTY SCHOOLS**

*Darlyn B. Adams DBA*

Darlyn B. Adams, CPPO, CPPB  
Procurement Officer

## REQUEST FOR QUALIFICATIONS



The *Request for Qualifications* with associated forms describe the solicitation process and the work to be performed and are published as an integral part of this *Request for Qualifications* the same as if incorporated herein. Bid security and performance and payment bonds are required in accordance with the District's Procurement Code, as may be amended. Offeror, design professionals, contractors and subcontractors shall be licensed in accordance with State law and requirements of the Labor, Licensing, and Regulations Board of the State of South Carolina.

In accordance with the authority granted by the Horry County Schools' Procurement Code, any prospective Bidder, Offeror, Contractor, or Subcontractor, who feels aggrieved in connection with this solicitation, any addendum to the solicitation, or the subsequent award of a contract has a right to protest and present an appeal to the District within the time frame allowed from the date of issuance of this *Request for Qualifications*, any addendum issued thereto, or the *Notice of Selection of Contract Negotiation*, whichever is at issue. The protest shall be in accordance with the District's Procurement Code. Contact the District's Procurement Coordinator for details at 843-488-6942 or email [dadams@horrycountyschools.net](mailto:dadams@horrycountyschools.net).

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**REQUEST FOR QUALIFICATIONS /** February 26, 2015  
**ADVERTISEMENT DATE:**  
**PROJECT OWNER:** Horry County Schools (the District)  
**BID NUMBER:** 1415-64  
**PROJECT NAME:** Design-Build Delivery of New School Facilities  
**PROJECT LOCATION:** Various locations within the Horry County School District  
**PROJECT DESCRIPTION:** The District is soliciting qualifications from firms to perform Design-Build services for Carolina Forest, Myrtle Beach and Socastee Middle Schools, St. James Intermediate/Middle and Socastee Elementary School as High Performance – Energy Positive Schools. On the basis of this solicitation, a short-list of respondents will receive an invitation to participate in the second step of the solicitation process – Requests for Proposal (RFP) for Design-Build services.  
**BID SECURITY:** N/A  
**PERFORMANCE & PAYMENT BONDS:** N/A  
**PRE-BID CONFERENCE DATE/TIME:** N/A  
**PRE-BID CONFERENCE LOCATION:** N/A  
**SUBMIT QUALIFICATIONS TO:** Horry County Schools, Office of Procurement Services  
335 Four Mile Road, Rm B300 P.O. Box 260005  
Conway, S.C. 29526 Conway, S.C. 29528-6005  
(Or at the bid opening location immediately prior to the bid opening time. Bidders are cautioned not to be late.)  
**QUALIFICATIONS DUE DATE/OPENING DATE & TIME:** Tuesday, April 7, 2015 at 2:00pm EST (Unless date and time are otherwise amended by addendum.)  
**QUALIFICATIONS OPENING LOCATION:** Horry County Schools  
Conference Room B308  
335 Four Mile Rd.  
Conway, SC 29526 (Unless the location is otherwise amended by addendum.)  
**SOLICITATION CONDITIONS AND CONTRACT DOCUMENTS POSTED AT:** District Website: <http://apps.hcs.k12.sc.us/apps/protrac/>  
Other available web service: N/A  
Or by calling: N/A  
**ARCHITECT/ENGINEER:** N/A  
**DISTRICT CONTACT PERSON:** Ara I. Heinz, Procurement Specialist  
Phone: (843) 488-6930 Fax: (843) 488-6945 E-mail: [aheinz@horrycountyschools.net](mailto:aheinz@horrycountyschools.net)  
**DISTRICT PROCUREMENT OFFICER:** Darlyn Adams, CPPO/CPPB, at [dadams@horrycountyschools.net](mailto:dadams@horrycountyschools.net)

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## SUMMARY OF SERVICES REQUIRED



### Article 1 Introduction

- 1.1 Horry County Schools is one of the largest school systems in the State of South Carolina and is coterminous with Horry County's land area of approximately 1,152 square miles. The present boundaries of the District were established in 1952, a consolidation of all existing school Districts in the county.
- 1.2 The District is currently governed by a board, the Horry County Schools Board of Education, consisting of members elected in single-member Districts with the Board Chairman elected countywide. The Horry County Board of Education members have decision-making authority, the power to designate management, the ability to significantly influence operations, and have primary accountability for fiscal matters.
- 1.3 Currently, the District owns/operates fifty-six (56) facilities/properties which account for approximately 6,953,137 building square feet.
- 1.4 On February 16, 2013, a long-term facility plan was presented to the Board for their review. The purpose of the plan was to evaluate the adequacy of existing educational facilities, plan for future capital facilities spending, and address how the student population will be housed over the next 10 years. The document also provides for facility improvements or adjustments to the programmatic needs of the District. The District approved a capital projects plan on September 30, 2013, revised July 28, 2014, for the next eleven years (2013-14 to 2023-2024) which includes new construction as well as additions and renovations/modifications to existing facilities.
- 1.5 The Horry County Schools Board of Education voted and approved on November 12, 2014 "to proceed with new procurements for Carolina Forest, Myrtle Beach and Socastee Middle Schools, St. James Intermediate/Middle and Socastee Elementary School as High Performance – Energy Positive Schools." As used in this solicitation:
  - "Energy Positive" means the total amount of energy used by the building on an annual basis is less than the amount of renewable energy created on the site.
  - "High Performance" means a building that integrates and optimizes on a life cycle basis all major high performance attributes, including energy conservation, environment, safety, security, durability, accessibility, cost-benefit, productivity, sustainability, functionality, and operational considerations.
- 1.6 The Horry County Schools Board of Education voted and approved on February 9, 2015 to proceed with the delivery method – Design-Build. Selection of professional construction services will be by Qualification Based Selection. This solicitation is the part one of a two part process. Upon selection of qualified Offeror(s), successful Offeror(s) will be invited to participate in a Request for Proposals for Design-Build services.

### Article 2 Nature of Services

- 2.1 This solicitation is for the purpose of contracting with a Design-Build firm, as the sole entity responsible for design and construction services, will have a fiduciary role and responsibility to the District. Offerors must act in the best interests of the District, using their best efforts to perform the project in an expeditious and cost-effective manner consistent with the District's identified Educational Specifications, Technical Specifications, Conceptual Designs, and Approved Capital budget for both the design, construction, and delivery of the project. Any successful Offeror(s) will be under contract to provide both design and construction services, including initiation, planning, design, FF&E, and construction services necessary

to deliver a completed facility to the District for occupancy. Any successful Offeror(s) shall hold all design professional, trade contractor, and trade supplier contracts. In addition, any successful Offeror(s) will be responsible for methods of construction and safety, as well as for the developing an overall project schedule, which will be a contractual obligation including coordination of the work of all construction and miscellaneous contracts required for completion of the project within its predetermined budget and occupancy schedule.

- 2.2 Offers shall be considered only from Offerors who are regularly established in the business called for and who, in the judgment of the District, are financially responsible and able to show evidence of their ability, experience, reliability, workforce, education, or other such capabilities to render prompt and satisfactory services to the District under this contract.

### **Article 3** **Scope of Work**

- 3.1 The District intends to hire up to five (5) firms to provide Design-Build services as may be required for delivery of Carolina Forest, Myrtle Beach and Socastee Middle Schools, St. James Intermediate/Middle School and Socastee Elementary School as High Performance – Energy Positive Schools. The projects included in the work planned in this RFQ cover an approximate three (3) year period through the 2018-2019 school year.
- 3.2 The District Capital Plan information is posted on the Horry County Schools web page at [http://www.horrycountyschools.net/pages/Horry\\_County\\_Schools/3352373296737269426/Support\\_Services/Facilities\\_III](http://www.horrycountyschools.net/pages/Horry_County_Schools/3352373296737269426/Support_Services/Facilities_III) (from the home page, choose "Departments" and then choose "Facilities" to navigate to this page). Important information is posted there including:
- Board Approved Capital Plan
  - New Construction Conceptual Designs
  - Educational Specifications
  - Technical Specifications
- 3.3 Upon selection of qualified Offeror(s), successful Offeror(s) will be invited to participate in a Request for Proposals for Design-Build services. Any successful Proposer(s) will be responsible during the execution of the services as the "Design-Builder", shall adhere, including but not limited, to the following criteria:
- The Design-Builder will be responsible for comprehending the District's design requirements, accurately translating those requirements into a Basis of Design, and incorporating all into complete construction documents. With these, the Design-Builder will deliver a finished facility conforming to the District design requirements. The Design-Builder will be responsible for period of systems optimization and commissioning support, shall achieve an energy-positive state of performance during this period, and provide an energy performance guarantee as part of the design build agreement. The relevant period will be addressed in the "design requirements" issued with the Request for Proposals.
  - Independent Peer Review – An independent peer review will be performed by a consultant. The District is responsible for the cost of independent peer review but the Design-Builder is responsible for all coordination with peer review consultant.
  - The District recognizes that the Design-Build delivery method may involve project-specific special purpose entities, joint ventures, or other multi-party arrangements between or among firms to combine design, construction management, and construction capabilities. While the District does not wish to limit the kinds of arrangements private parties may undertake in order to assemble qualifications to perform the scope of work and meet standards of responsibility for this procurement, the District does expect each respondent to have in place sufficient bonds, guarantees, irrevocable letters of credit, and/or other forms of security in favor of the District to establish responsibility in the procurement process, during the project, and during the warranty and initial operations periods.
  - The Design-Builder will employ the designer of record (DOR) for all regulatory purposes.

- The Design-Builder's services shall conform to recognized standards of professional practice. The contract will outline the scope of work. The work shall include a Design Development phase, and a Construction Phase.
- During the Design Development Phase, the Design-Builder will take full professional responsibility, through its Designer of Record, to create construction documents that satisfy the District's design requirements. To the extent professionally responsible, the Design-Builder will overlap the Design Development and Construction Phases when components are conducive to early construction starts.
- Design-Builder will be responsible for the following things, without limitation:
  - Adhering to all of the requirements established by Office of School Facilities including coordination of design reviews and approvals, special inspectors and occupancy inspections.
  - Methods of construction
  - Safety programs
  - General conditions
  - Securing all required local, state and federal permits and approvals
  - Prequalification of potential subcontractors
  - Procurement of all work
  - Certification of work-in-place
  - Monthly payment requests
  - Coordination and scheduling of all work of all construction contracts and miscellaneous contracts required for the completion of the project within the predetermined budget and schedule
  - Coordination with the District to ensure proper installation of all necessary low-voltage wiring systems for technology and HVAC controls. Provide, manage, and install all low-voltage systems.
  - Provide and install all FF&E.
  - Post-Occupancy services for a time period necessary to support building commissioning and to conform project performance to the District design requirements for "energy positive" and "high performance" schools.

- 3.4 It is the responsibility of each Offeror to examine the entire solicitation and review its response for accuracy before submitting their qualifications. Once submission deadlines have passed, all responses will be final. The District may request clarification from any individual respondent relative to their response, and reserves the right to ask for additional information from all parties that have responded with their qualifications. Each respondent must describe experience if there are multiple firms proposed as one team.

#### Article 4 Evaluation Criteria

- 4.1 Upon receipt of all offers by the opening date and time specified in the RFQ, the Office of Procurement Services shall review all offers for responsiveness to the solicitation documents. The District reserves the right to consider any offer as non-responsive based solely on its judgment that the offer does not satisfactorily meet the criteria of this solicitation or the District's Procurement Code. Those offers found to be responsive shall be evaluated based on the merits of the technical offer submitted as it related to the evaluation criteria.
- 4.2 The District Selection Committee will establish the weights to be assigned to the following criteria which weights will be stated in an addendum. During the evaluation, the District Selection Committee shall read, review, and evaluate the offers based on the following criteria:
- Prior Performance and Related Experience on Similar Projects;
  - Offeror Technical Expertise & Experience;
  - Accessibility of Offeror and District Commitment;



- Recent, Current, and Projected Workloads;
  - Creativity and Insight Related to the Project;
- 4.3 Once the review committee has read and rated each offer, a composite rating will be developed which indicates the Offerors' collective ranking from the highest ranked offer in descending order. This list will be used to short-list for the Request for Proposals for Design-Build services as determined by the District that will provide for up to nine (9) Offerors. If less than five (5) qualified firms or persons respond to the advertisement, then the District may cancel the solicitation.
- 4.4 Interviews will be used to clarify the offer. Participating in an interview does not guarantee a contract award.

#### **Article 5** **Selection and Invitation**

- 5.1 It is the intention of the District to invite up to the nine (9) highest ranked responsive and responsible Offeror(s) based on qualifications to participate in the Request for Proposals for Design-Build services solicitation
- 5.2 Once a decision has been reached after the qualification review, a Notice of Selection identifying the Offeror(s) to whom the District intends to invite for the Request for Proposals for Design-Services with shall be posted to the District's website at: <http://apps.hcs.k12.sc.us/apps/protrac/>.
- 5.3 Only successful Offeror(s) will be allowed to respond to the Request for Proposals for Design-Build services. The Design-Build contract including all contract exhibits and design criteria will be included in the future Request for Proposals for Design-Build services.
- 5.4 Any Offeror or potential Offeror who feels he/she has been aggrieved because of this solicitation, any addendum thereto, or subsequent award of contracts has a right to protest and to present an appeal in accordance with the District's Procurement Code, which can be viewed on the District's website at: [http://www.horrycountyschools.net/departments/fiscal\\_services/procurement/](http://www.horrycountyschools.net/departments/fiscal_services/procurement/).
- 5.5 The invitation is subject to the provision of the District's Procurement Code and any applicable laws of the State of South Carolina. Any contract entered into as a result of this solicitation shall be governed by the laws of the State of South Carolina.

## DEFINITIONS



Following are definitions of terms used in the *Proposal Instructions*. These definitions are not entire, plenary, or exhaustive of all terms used. Terms may be defined where used, in the District's Procurement Code, or may be subject to normal and usual interpretation in the context used.

1. **Addenda:** Written or graphic instruments issued by the District prior to the RFP submittal date and time which modify or interpret the RFP instruction manual, postpone the RFP submittal date and time or withdraw the RFP. Only those additions, deletions, corrections or clarifications in writing in the addenda are contractually binding.
2. **Architect/Engineer:** Any individual or entity legally qualified to practice architecture or engineering in South Carolina with whom the District has a contractual agreement to provide services pertaining to construction that members of this profession or those in their employ may justifiably perform. Any reference to Architect/Engineer also includes any representatives, agents or employees of the Architect/Engineer.
3. **Board:** The Horry County Schools Board of Education
4. **Buyer:** Designee of the District Procurement Coordinator assigned to officiate the solicitation process for construction work or other related services.
5. **Change Order:** Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
6. **Contract Agreement:** The written and executed *Contract Agreement* between the District and the Vendor for purposes of performing the work identified in the Contract Documents at the agreed upon contract price during the agreed upon contract time. The executed *Contract Agreement* supersedes any prior negotiations, representations, or agreements, whether written or oral, unless incorporated in the *Contract Agreement* by reference to supplementary documents, or through execution of a *Change Order*. The contract between the District and the Contractor is not to be construed as an agreement between the District and any subcontractor, material or equipment supplier, or any other individuals or entities enjoined to the Contractor for purposes of contract execution.
7. **Contract Documents:** Documents including all terms and conditions and forms contained in the Contract Documents as originally published as well as any published bid addenda, any referenced drawings and specifications related to the project and integral to the performance of the work, and any *Change Order* (or directive) executed after contract execution.
8. **Debarred:** The disqualification of an individual or entity from bidding on or being awarded a contract by the State of South Carolina or any other governmental entity for a specified period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. Any individual or entity debarred by the State of South Carolina or other governmental entity is ineligible to bid on or accept any contracts with the District under the debarred name or any other name.
9. **Design services:** Architect-engineer, construction management, or land surveying services as defined in Section 11-35-2910 and awarded pursuant to Section 11-35-3220 of the South Carolina Consolidated Procurement Code
10. **District:** Horry County Schools as represented by its Board of Education, Superintendent, management staff, procurement officials, employees, or other authorized representatives or agents. Designated representatives who are not employed by the District or who do not serve on the Horry County Schools Board of Education may be any individual or firm who, through a contractual agreement, are designated to serve in an official capacity on behalf of the District.
11. **Entity:** Any business, corporation, partnership, sole proprietorship, joint stock company, joint venture, or any other legally formed organization.
12. **Equipment:** The hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the operation and maintenance of the equipment being acquired. The terms "Product" and "System" are used interchangeable with the term "Equipment".
13. **Informality or Irregularity:** A solicitation requirement not fully complied with by the Offeror, waived by the District or allowed to be corrected when it is merely a matter of form or an immaterial variation from the exact requirements of the *Proposal Instructions* having no effect or negligible effect on total bid price, quality, quantity or delivery of supplies or performance of the contract and for which the waiver or correction would not be prejudicial to the relative standing of the other bidders.
14. **May:** The word "may" or other such words or phrases used anywhere in the Contract Documents indicates a request or recommendation that is adhered to by the Offeror at his/her choice whether in the negative or the affirmative.
15. **Minority or Woman Owned Business:** Means a small business concern that is at least fifty-one percent (51%) unconditionally owned by one or more individuals who are both socially and economically disadvantaged or are women or a publicly owned business having at least fifty-one percent (51%) of its stock unconditionally owned by one or more socially and economically disadvantaged individuals or by women.
16. **Notice of Selection:** A written notice of the District's acceptance of an Offeror's proposal and the intention for invitation to the Request of Proposal. The *Notice of Selection* is mailed to all bidders and posted at <http://apps.hcs.k12.sc.us/apps/protrac/>. The *Notice of Selection* is not an authorization for commencement of work but only serves as a notice of the District's intention to enter into a contract. Such *Notice of Selection* may be cancelled.
17. **Offer:** The bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer".
18. **Offeror:** The single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror".
19. **Official Submission Form:** A form furnished by the District to be completed and signed by an authorized representative of the proposing entity and submitted by the proposal opening date and time, which constitutes the Bidder's offer to furnish all materials and labor to accomplish the work at the offered prices in the time frame established by the District.
20. **Pre-proposal Conference:** A meeting, generally conducted at the worksite location if there is an existing structure, approximately fifteen (15) days prior to the bid opening date and time for potential bidders, the Architect/Engineer, and District representatives to view and/or discuss the conditions under which the work is to be performed and to provide clarification of the Contract Documents, which shall be confirmed in a subsequent *Addendum*. Normally the pre-proposal conference is voluntary (non-mandatory) unless otherwise stated in the *Request for Proposals*; however, Offerors are responsible for getting the issued addendum following the conference. If the pre-proposal conference is designated as mandatory in the *Request for Proposals*, only those proposals from those offerors represented at the mandatory conference shall be considered.
21. **Principal:** Officers, directors, owners, partners, and individuals having primary management or supervisory responsibilities within a business entity, including project directors, financial officers or other such key personnel.
22. **Project:** The total scope of work to be performed as provided in the Contract Documents whether performed by one or more contractors, subcontractors or the District itself. (Also referred to as the "work," the "work to be performed" or other such terms.)
23. **Proposal Instructions:** A set of instructions, contract documents, forms and other such data intended to describe the services to be performed and the conditions under which a response is to be submitted and a contract awarded. A corresponding name and RFP number identifies the RFP instruction manual.
24. **Representative:** An authorized designee of an individual or entity with formal responsibilities as specified by contract or employment agreement.
25. **RFQ (Request for Qualifications):** The announcement soliciting responses from individuals or firms on the basis of demonstrated competence and qualification for the particular type of services required.
26. **Shall:** The word "shall" or "must" or other such words or phrases used anywhere in the Contract Documents indicates a mandate that must be adhered to by the Offeror, Contractor, Architect/Engineer or District, whether in the negative or the affirmative.
27. **Software:** All related materials and documentation whether in machine readable or printable form.
28. **Solicitation:** This document, including all its parts, attachments and any Addenda.
29. **Subcontractor:** An individual or entity, who is properly licensed to do business in the State of South Carolina, having a direct contract with the Contractor to perform a portion of the work described in the Contract Documents. Any reference to subcontractor also includes

any representatives, agents, or employees of the subcontractor or any other entity enjoined to the subcontractor to perform any work in relation to the project.

30. Submittal and Public Opening Date and Time: The date and time established in the RFP or subsequent addenda for receipt of sealed responses.

31. Suspension: Disqualification of an entity to submit a bid or receive an award of a contract from the State of South Carolina or other governmental entity for a designated period of time pending the completion of an investigation and any legal proceedings that may ensue because the entity is suspected, upon probable cause, of engaging in criminal, fraudulent, seriously improper conduct or the failure or inadequacy of performance.

32. Taxpayer Identification Number (TIN): Means the number required by the Internal Revenue Service to be used by the Bidder or Contractor in reporting income tax and other returns. (A Federal Identification Number or Social Security Number.)

33. Design-Build: A project delivery method in which the governmental body enters into a single contract for design and construction of an infrastructure facility. S.C. Code § 11-35-2910(7).

34. Design Professional and Designer of Record: See definition for Architect/Engineer.

35. Building Commissioning: A formal and systematic process of documentation, adjustment, testing, verification, and training, focused on quality assurance and performed specifically to ensure that the finished facility operates in accordance with the District's documented design requirements and the construction documents.

36. Commissioning Provider: The entity or person providing building commissioning services for a project.

37. Design requirements: The written description of the infrastructure facility(e.g., schools) to be procured ... including: (a) required features, functions, characteristics, qualities, and properties that are required by the District; (b) the anticipated schedule, including start, duration, and completion; and (c) estimated budgets as applicable to the specific procurement, for design, construction, operation, and maintenance. The design requirements may, but need not, include drawings and other documents illustrating the scale and relationship of the features, functions, and characteristics of the project. S.C. Code § 11-35-2910(10).

38. Independent Peer Review: The function of confirming that the key elements of the professional engineering and architectural design provided by the design-builder conform to the applicable standard of care. S.C. Code § 11-35-2910(11).

39. Proposal Development Documents: The drawings and other design-related documents that are sufficient to fix and describe the size and character of an infrastructure facility as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate to the applicable project delivery method. S.C. Code § 11-35-2910(14), including civil engineering design.

*End of Definitions*

# PROPOSAL INSTRUCTIONS



1. **Offeror Representations:** By signing and submitting a proposal, the proposing company's (the Offeror's) Principal represents he/she has read and understands these *Proposal Instructions* as well as the work to be performed and the conditions under which the Offeror shall perform the work and the proposal is made in accordance therewith. The Offeror's principal certifies the proposal submitted is based upon the services required and/or the materials, equipment and systems specified in the Contract Documents, as amended by any addendum, and incorporates all costs necessary for the successful completion of the work to be performed in the stipulated time.

2. **Offeror Licensing:** The Offeror's principal represents the Offeror has met the licensing requirements for the State of South Carolina, is not debarred or suspended by any governmental entity or the State of South Carolina, and is eligible to submit a proposal/bid to and perform consultant work for Horry County Schools ("the District"). The Offeror further represents all subconsultants/subcontractors stated on the *Official Submission Form* or subsequently enlisted to perform a portion of the work outlined also meet all licensing requirements of the State of South Carolina as may be required, and are not debarred or suspended from submitting a bid or performing construction services for any governmental entity or the State of South Carolina. Offerors and their subconsultants/subcontractors are advised the District shall report Contractor Licensing Law violations to the S.C. Contractors' Licensing and Regulations Board.

3. **Proposal Documents:** Any potential Offeror is solely responsible for obtaining a complete set of solicitation Documents (*Proposal Instructions*, addenda and forms) as issued by the District, which are an integral part of the solicitation process, from the posted source(s) as directed in the *Request for Qualifications*. The availability of these documents does not confer a license or grant permission for any other use of any portion of the solicitation Documents.

4. **Pre-Existing Site Conditions:** Before submitting a proposal, the Offeror shall carefully review all documents and examine the worksite (if needed) in conjunction therewith to ascertain site conditions affecting the performance of the work. If the Offeror receives a contract award but failed to make such examinations, the Offeror shall in no way be relieved of the obligation to comply in every detail with all provisions and requirements of the Contract Documents without additional compensation or time.

5. **Pre-Bid Conference:** While the District considers any scheduled pre-bid conference critical to understanding the bidding and project requirements and site conditions; attendance is non-mandatory unless otherwise stated in the *Request for Qualifications*; however, Offerors are responsible for ensuring they have received the information from the pre-bid conference site review provided in a subsequent addendum. The date, time and location of any pre-bid conference are stated in the *Request for Proposals*.

6. **Addenda:** Addenda shall be issued prior to the proposal opening date and time for the purposes of modifying or interpreting the Contract Documents through additions, deletions, clarifications or corrections. No addendum shall be issued later than four (4) days prior to the proposal opening date except to a) withdraw the *Request for Qualifications*, or b) to postpone the proposal opening date and time. When an addendum is issued for the purposes of postponing the proposal opening date and time, the addendum shall establish the new proposal opening date and time no earlier than five (5) days after the addendum issue date. Addenda shall be posted on the on-line bidding source(s) stated in the *Request for Qualifications*. An Offeror shall acknowledge receipt of all addenda issued by identifying the addendum number and the date of issuance with the Offeror's initials in the spaces provided on the *Official Submission Form* or the proposal shall be found non-responsive in accordance with the District's Procurement Code.

7. **Authorization of Offeror:** The legal name of the Offeror and the signature of the Offeror's Principal shall be affixed on the *Official Submission Form* and other documents requiring signature as part of the proposal submission along with required notarizations. A proposal submitted by an agent shall have a current written power of attorney attached certifying the agent's authority to bind the Offeror. Unsigned submission forms shall render the proposal non-responsive in accordance with the District's Procurement Code.

8. **Official Submission Form:** To assist in the comparison of responses submitted, all proposals shall be submitted on the District's *Official Submission Form* or an identical copy and in the format requested in the *Official Submission Form* or the proposal may be considered non-responsive and, therefore, not considered. To ensure a proposal is considered responsive, a) all blanks or information requested shall be completed in ink or by typewriter or computer, b) all blanks or information requested on the official submission form shall be completed in full or have inserted in the blank the words "N/A" (not applicable) or "none" or other such designation, c) formatting of responses as requested in the *Official Submission Form* shall be adhered to; d) all issued addenda shall be acknowledged; and e) all insertions, alterations and/or erasures shall be initialed by an official representative of the Offeror. Any modification to the requirements of the Contract Documents or any other

Offeror conditions may render the proposal non-responsive in accordance with the District's Procurement Code.

9. **Submitting Confidential Information:** Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however the Offeror must invoke this protection by doing so in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. Marking the entire response or substantial portions of the response as proprietary shall not be honored by the District and may result in the response being found non-responsive, and therefore, not considered.

10. **Subconsultant/Subcontractor Disclosure:** The successful Offeror will be the primary point of contact with regard to all stipulations, including payment of all fees and the meeting of all requirements of the *Request for Qualifications* and the subsequent contract. Where Offerors do not have the in-house expertise or manpower to provide all the services requested, subcontracting may be permitted, with full disclosure in the response and approval of the District. Disclosure of subconsultants/subcontractors after contract award is not acceptable. Any Offeror, whose response includes subconsultants/subcontractors, is required to act as the primary administrative contact for services to be performed by those subcontractors and must assume full responsibility for the risk/liability, delivery and quality of such services performed. The District shall have the right to request removal and/or replacement of any subconsultants/subcontractor that cannot perform to the District's standards. The Offeror shall identify specifically the District's contractual obligation to any subconsultants/subcontractor of the Offeror. The District must be assured that any proposed subcontractors can perform the work to the desired quality and in a timely manner; therefore, names and qualifications of any potential subconsultants/subcontractors recommended to the District must be disclosed in the response.

11. **Subconsultant/Subcontractor Substitution:** The District shall have the right to reject any subconsultant/subcontractor that ordinarily appears to meet the requirements but, unknown to the Bidder, is not acceptable to the District at the time of bid submission. Substitution of an unacceptable subconsultant/subcontractor shall be in accordance with the District's Procurement Code. If, at the opening, the Offeror lists a subconsultant/subcontractor who, at the time the bid was submitted, was not sufficiently licensed under State law to perform the work for which it was listed as the subconsultant/subcontractor, the bid shall be considered non-responsive unless allowed by the District under Paragraph 17.

12. **Use of Minority and Economically Disadvantaged Vendors:** The District encourages the Offeror's use of minority-owned and women-owned businesses provided they meet all the requirements of the *Proposal Instructions*, as applicable.

13. **Receipt of Qualifications:** Qualification packages shall be received at the location stated in the *Request for Qualifications* no later than the date and time published in the *Request for Qualifications*, as they may be amended by any addendum. Timely submission of a fully completed qualifications package is solely the responsibility of the Offeror. It is the Offeror's responsibility to synchronize submission time with the District's official bid clock at the bid opening location to avoid late submissions.

14. **Ownership of Materials:** All materials submitted in response to the *Request for Qualifications* shall become the property of the District. The original response submitted shall be retained for the official files, and it along with the redacted copy shall become a public record after award and shall be open to public inspection upon request under the Freedom of Information Act. All other copies of the response submitted may be destroyed after an award is made.

15. **Proposal Acceptance Period:** Any proposal submitted in response to this *Request for Qualifications* constitutes a firm commitment for a period of sixty (60) days following the proposal opening date and time.

16. **Withdrawal or Modification of a Proposal:** A response shall not be modified, withdrawn or cancelled by the Offeror during the one hundred twenty (120) calendar days immediately following the public opening date and time as stated in the *Request for Qualifications* or any subsequent addenda as may be provided for in the District's Procurement Code. Any District request for clarification or additional information regarding a response shall not be considered as authorization to amend any portion of the initial response.

Prior to the public opening date and time, a proposal may be modified or withdrawn by notice to the District's Buyer listed in the *Request for Qualifications*. Such notice shall be in writing with the signature of the Offeror that signed the original response and shall be mailed, hand delivered, or sent via express carrier in a sealed envelope to arrive no later than the submittal and public opening date and time.

17. Right of Waiver: In accordance with the District's Procurement Code, the District reserves the right to a) waive minor informalities or irregularities; b) reject any and all responses or any portions thereof; c) accept firm proposals from the top rated Offerors to the RFQ in such number as the District may determine and select such proposal that the District deems is in the best interests of the District; d) reject any and all proposals offered or any portions thereof; or e) other such rights as provided in the District's Procurement Code or this RFQ.

18. Non-Collusion Clause: By submitting a signed proposal, the Offeror certifies that he/she nor the firm represented nor any other employee or representative of the firm has divulged to, discussed with, nor compared the response submitted with any other Offeror or potential Offeror and has not colluded with any other parties including the District or School Board to this competitive *Request for Qualifications*. The Offeror further certifies that he/she is not party to any collusive action or any action which may be in violation of any federal or state antitrust act, nor has the Offeror offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with the proposal to be offered to the District. Any and all proposals shall be rejected if there is any reason for believing collusion exists among the Offerors which may be a violation of Federal or State antitrust acts. The District may or may not, at its discretion, accept future proposals/bids for similar work from Offerors suspected of collusion.

19. Proposal Expenses: All costs associated with a) attendance at any pre-proposal conference(s) or other proposal meetings including pre-award interviews, b) worksite observations, c) preparation and presentation of a proposal, d) supplying any documentation required by the District for purposes of determining Offeror responsibility or in relation to any protest or appeal, or e) any other costs incurred is solely the responsibility of the Offeror.

*End of Proposal Instructions*

## PROPOSAL SPECIAL INSTRUCTIONS



1. **Interpretations and Clarifications:** Requests for additional information or questions regarding error, omission or clarification of any portion of the Solicitation Documents or the Contract Documents, shall be submitted in writing to the District Contact Person stated in the *Request for Qualifications* by e-mail or facsimile no later than five (5) days prior to the bid opening date and time as may be amended. Any interpretations, corrections, or changes to the Solicitation Documents or the Contract Documents made in any other manner than by a written addendum shall not be binding, and Offerors shall not rely upon them.

2. **Communication with District Officials:** Potential and actual Offerors (including any subcontractors or sub-consultants) shall NOT contact members of the School Board or the District Review Committee at any time during the submission, evaluation, and/or selection process with the purpose of influencing the outcome of the competition. All communication concerning the solicitation shall proceed through the Horry County Schools Office of Procurement Services.

3. **Number of Copies & Response Format:** One (1) original, ten (10) copies, and one (1) electronic copy. Bulky, ornate, and/or costly binding of the original response is not necessary or required. The original copy shall be so marked as "Original". Responses are limited to forty (40) standard (8 1/2" x 11") pages (may be fewer) using a minimum of a 10-point font. Each side of paper with responsive material printed on it is its own "page" for purposes of this limit. The pages of the qualifications response must be numbered. A table of contents, with corresponding tabs in the body of the response, must be included as well to identify each section. Placing multiple tabs on a single page is perfectly acceptable. If more than one item in the table of contents can be started on the same page, you may do so and place all corresponding tabs on that page. To avoid unnecessary length, internal cross-references are encouraged where any particular information requested is adequately presented elsewhere in the response package. Any affidavits, certifications, or signed statements called for may be included in an appendix and will not count toward the page limit. Responses shall be portrait orientation.

4. **Magnetic Media – Required Format:** As noted above in Item # 2, an original hard copy of your offer must be accompanied by the specified number of copies in the following electronic format: thumb drive, compact disc (CD) in one of the following formats, CD-R, DVD-ROM; DVD-R; or DVD+R. Formats such as CD-RW, DVD-RAM, DVD-RW, DVD+RW, or DVIX are not acceptable and will result in the Offeror's proposal being rejected. Every CD/thumb drive must be labeled with Offeror's name, solicitation number, and specify whether contents contain the business proposal or cost proposal. If multiple thumb drives/CD sets are provided, each thumb drive/CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each thumb drive/CD must be identical to the original hard copy. File format shall be MS Word 97 or later.

5. **Submitting Redacted Offers:** You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the Item entitled "Submitting Confidential Information". In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt (trade secret or proprietary information), i.e. a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should a) reflect the same pagination as the original; b) show the empty space from which information was redacted; and c) be submitted on magnetic media. (See Item entitled "Magnetic Media – Required Format".) Except for the redacted information, the CD or thumb drive must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

6. **Qualifications Submission:** Proposals delivered orally or via telephone, telegraph, e-mail, facsimile, or other such methods are not sealed proposals and are unacceptable. Proposals submitted in any other way than as required in these *Proposal Instructions* shall be considered non-responsive in accordance with the District's Procurement Code. In addition, proposals shall be submitted in the English language and in U.S. dollars, unless otherwise permitted by the solicitation.

7. **Sealed Proposal Packaging:** The documents required for proposal submission shall be enclosed in a sealed, opaque envelope before delivery, mailing, or insertion into any express carrier envelope or packaging. The exterior of the sealed, opaque envelope shall be clearly marked with a) the solicitation name and project/solicitation number, b) the Offeror's name and address, and c) the words "SEALED QUALIFICATIONS" in bold print. The Offeror shall assume full responsibility for the correct packaging and identification of the sealed proposal to prevent exposure of proposal pricing prior to the official proposal opening date and time. Any pre-mature opening of a proposal shall be handled in accordance with the District's Procurement Code.

8. **Discussion with Responsive Offerors:** During the review process, the District shall have the right to request from the Offeror any other information or evidence it deems necessary for evaluation of the proposals and relevant to the any one or more of the evaluation factors. The failure of any Offeror to promptly provide such requested information shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the proposal.

9. **Protest Procedure:** Any Offeror or potential Offeror who feels he/she has been aggrieved in connection with this solicitation, an addendum to the solicitation, or the subsequent award of a contract has a right to protest and to present an appeal, in writing, in accordance with the District's Procurement Code to the District's Procurement Coordinator within the required number of days from the date of the solicitation, an addendum or the award, whichever is at issue. A copy of the Procurement Code can be found on the District's website at [http://www.horrycountyschools.net/pages/Horry\\_County\\_Schools/3352373296737269426/Fiscal\\_Service/Procurement](http://www.horrycountyschools.net/pages/Horry_County_Schools/3352373296737269426/Fiscal_Service/Procurement).

*End of Proposal Special Instructions*

## INFORMATION FOR OFFERORS TO SUBMIT



The Offeror shall prepare a response to all of the following questions and shall submit one (1) original, ten (10) copies, and one (1) electronic copy to Horry County Schools as stated in the Special Instructions.

### SECTION 1: Signatory/Information & Financial Sheets

The qualifications package shall begin with a one-page cover letter, briefly identifying the offering firm and stating that the Principal submitting the offer and signing the *Official Submission Form* has the authority to bind the Offeror in a contract. Clearly state the strengths of the proposed team and what would distinguish this team from other firms:

REGARDLESS OF CORPORATE FORM OF THE "FIRM" FORMALLY OFFERING, WHERE INFORMATION IN SECTIONS 2, 4 AND 5 IS REQUESTED FOR A "FIRM" PLEASE INCLUDE RELEVANT INFORMATION FOR THE LEAD CONSTRUCTION CONTRACTOR AND THE DESIGN PROFESSIONAL OF RECORD.

The *Official Submission Form* shall follow the cover letter and all questions shall be answered and addenda acknowledged.

Following the *Official Submission Form*, the Offeror shall indicate on a separate sheet any exceptions to the solicitation documents and suggest an alternate condition. Please be sure the solicitation condition is clearly identified. The Offeror is cautioned that the District has the right to accept or reject any proposed alternate conditions and that listing of alternate conditions which could alter the relative standing of the Offerors could make the offer non-responsive to the solicitation requirements. Firms are encouraged to submit any requests for changes by the time required in the solicitation for submission of questions, requests for qualifications, etc.

The Offeror shall provide information reflecting your current financial position, i.e. most recent financial statement, etc. The Offeror must have adequate financial resources to perform the contract, or the ability to obtain them. Complete all questions identified on the *Official Submission Form* related to financial and legal information.

The following sections are generally in order of importance. However, District Selection Committee will establish the final weights to be assigned to these sections for purposes of short-listing, which weights will be stated in an addendum.

### SECTION 2: Prior Performance and Related Experience on Similar Projects (% TBO)

Offeror shall complete the forms including five (5) projects completed within the last five (5) years that best illustrate capabilities including:

- Description and scope of project. Include representative floor plans, elevations, and other images required to show the scope and complexity of the project.
- Contact person and contact numbers/email of Owner.
- Initial budget for design and construction services, initial construction budget including sitework, building construction, FF&E and food service. Provide final design cost and final construction cost with explanation for deviations, if required.
- Initial time frame for design services and initial construction time frame. Provide final design time frame and final construction time frame, with explanation for deviations, if required.
- A brief description of the major challenges during design and the final solution.

SEPARATELY ON CONTINUATION SHEETS (ONE PAGE MAXIMUM PER PROJECT) ADDRESS THE FOLLOWING SPECIAL INFORMATION IN A CONCISE NARRATIVE FORMAT: It is desired that at least one of the projects/examples required above demonstrate related experience:

- with energy-positive projects, including renewable on-site energy production;
- with high-performance projects;
- with design-build projects;
- with projects where the execution of the project included that entity's participation in the integration and optimization on a life cycle basis of energy conservation, environment, safety, security, durability, accessibility, cost-benefit, productivity, sustainability, functionality, and operational considerations.
- with post-occupancy services in support of building commissioning to conform project performance to design requirements.
- Describe the Owner's post-occupancy satisfaction with the project results.

It is also desired, but not required, that at least one (1) of the projects/examples has been for K-12 facilities in South Carolina.

The projects/examples listed in this section shall serve as references should the District choose to contact them. Failure to include viable and accurate data, contact information,

and project information may be ample cause for rejection of the qualifications package as non-responsive.

Confine response to no more than ten (10) typewritten pages of the response form, plus continuation sheets as requested above for certain projects, using standard font and no less than size 10. Where several entities are responding per the directions in Section 1, the grand total of all response forms is 20 pages, and the grand total of continuation sheets for certain projects as requested above is 6 pages.

### SECTION 3: Offeror Technical Expertise & Experience (% TBD)

The Offeror shall identify the name(s) of the individual(s) that meet the minimum requirements listed. Complete only those sections for which you have affiliates, employees, subcontractors, or consultants that you can reasonably predict may work on District projects. No other personnel, subcontractors, or consultants shall work on District projects except as approved by the District. You may include more than one name in each section.

Provide answers to all requests for information on the sheet provided. Include in this section:

- Brief resumes for all staff that my work on District projects; include current SC registration numbers if applicable;
- Pertinent information about any subcontractors or consultants that will be providing any work on District projects;
- Information related to licensing reprimands, revocations, cease and desist orders, etc. filed on Principal or any other Principal for the Provider by the S.C. Labor, Licensing and Regulation office.

Confine response to the provided form for no more than ten (10) additional pages for financial information, staff member, subcontractor or consultant identified on the form. Use a standard font and no less than size 10.

### SECTION 4: Accessibility of Offeror and District Commitment (% TBD)

In this section, Offeror shall identify:

- Location of the Offeror's main office address;
- Location of the Offeror's office from which the staff will work on District projects;
- Information on Offeror's accessibility to Horry County and how the Principal will be available to the District, including response time; and
- The Offeror's philosophy on performing services for the District.

Confine response to no more than five (5) typewritten pages using standard font and no less than size 10.

### SECTION 5: Recent, Current, and Projected Workloads (% TBD)

In this section, Offeror shall identify the following for the proposed design team (stated in Section 3 above):

- Workloads/projects of the Offering firm completed within the last two (2) years;
- Current and projected workloads of the Offering firm and anticipated completion dates over the next three (3) years;
- Current and projected workloads of the major contractors/consultants and the anticipated completion dates over the next three (3) years;

Confine response to no more than five (5) typewritten pages using standard font and no less than size 10.

### SECTION 6: Creativity and Insight Related to the Project (% TBO)

In this section, Offeror shall identify the firm's philosophy on design-build delivery method, energy positive, and high performance educational facilities based on the District's Capital Plan, Educational Specifications, and information provided in this solicitation. Please explain how the philosophy takes into consideration existing budgets as well as input from the community to accomplish the desired goal.

Confine response to no more than five (5) typewritten pages using standard font and no less than size 10.

End of Information for Offerors to Submit

OFFICIAL SUBMISSION FORM(S)



RFQ # 1415-64

Date of Offer: \_\_\_\_\_ Federal Identification Number: \_\_\_\_\_

Offeror Firm/Provider Name: \_\_\_\_\_

Offeror Mailing/Street Address: \_\_\_\_\_

Offeror City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Website  
Address: \_\_\_\_\_

Name/Title of Principal: \_\_\_\_\_

Signature of Principal: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Principal's Email Address: \_\_\_\_\_

Please answer the following questions:

Are you certified as a MOB/WOB (minority owned business/woman owned business) by the State of South Carolina? ☐ Yes ☐ No If yes, provide certification number: \_\_\_\_\_

If no, would you qualify as a MOB/WOB based on the District's requirement of fifty-one percent (51%) ownership by a woman/women or person(s) of ethnic (non-white) origin? ☐ Yes ☐ No

Is the Principal on this cover sheet legally authorized to bind the Offeror? ☐ Yes ☐ No

Acknowledge receipt of all addenda issued:

|                    |                          |
|--------------------|--------------------------|
| Addendum No. _____ | Offeror's Initials _____ |
| Addendum No. _____ | Offeror's Initials _____ |
| Addendum No. _____ | Offeror's Initials _____ |



### Offeror Financial Stability:

1. Does the Offering firm have an accounting system that permits timely and adequate development of cost data accurately across all projects in progress and according to GAAP (*Generally Accepted Accounting Procedures*)? ☐ Yes ☐ No
2. State your current Dunn & Bradstreet rating/number or the rating of any other credit service to which you furnish information. (*If not Dunn & Bradstreet, specify name of service.*) \_\_\_\_\_
3. Has the Offering firm in the past five (5) years, currently, or anticipate in the future to:
- A. File a voluntary or involuntary petition of bankruptcy? ☐ Yes ☐ No
- B. Be insolvent? ☐ Yes ☐ No
- C. Be appointed a receiver or trustee for you (*the Offering firm*)? ☐ Yes ☐ No
- D. Be assigned for the benefit of creditors? ☐ Yes ☐ No
- (*If yes to any question, provide details on a separate sheet.*)
4. Does the Offering firm have a current insurance provider and surety who can write the forms and amounts of insurance coverage and provide the performance and payment bonds required? ☐ Yes ☐ No
5. State the Offering firm's current insurance EMR (*Experience Modifier Rate*). \_\_\_\_\_
6. Does the Offering firm have a current workers' compensation insurance policy with a company licensed by the State of South Carolina covering all workers? (*If "no," explain on a separate sheet.*) ☐ Yes ☐ No
7. State Offering firm's annual work performed (*annual revenues from project construction only*) for each of the last three (3) years:
- Most recent calendar year or fiscal year dates: \_\_\_\_\_ Dollars: \$ \_\_\_\_\_
- Previous calendar year or fiscal year dates: \_\_\_\_\_ Dollars: \$ \_\_\_\_\_
- Previous calendar year or dates: \_\_\_\_\_ Dollars: \$ \_\_\_\_\_
8. Does the Offering firm have certified financial statements for each of the above three (3) years? (*NOTE: Financial statements are required to be submitted. The minimum information required is a certified financial statement, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow.*) ☐ Yes ☐ No
9. Has a surety firm completed a contract or paid for completion of a contract because of default/failure of the Offering firm within the previous five (5) years? (*If yes, provide details on a separate sheet.*) ☐ Yes ☐ No
10. What is the Offering firm's current aggregate bonding capacity? \$ \_\_\_\_\_
11. On the date of the current bid, what amount of the above aggregate bonding capacity is available? (*Do not include current bid.*) \$ \_\_\_\_\_
12. Has any claim been filed against the Surety Company's performance or payment bonds for the Offering firm or Qualifier in the past five (5) years? (*If yes, provide details on a separate sheet, including name of surety, phone number, date of claim, claim identification numbers, claim amount, reason for claim, and current status of claim.*) ☐ Yes ☐ No

### Compliance and Legal:

13. Has the Offering firm filed any lawsuits or requested arbitration or mediation relative to a design or construction contract within the last five (5) years? (*If yes, provide details on a separate sheet.*) ☐ Yes ☐ No
14. Has the Offering firm failed to complete any contracted work or been found in breach or default on a contract in the past five (5) years for any project? (*If yes, give complete details of circumstances on a separate sheet, including Owner's name, contact person, phone number, original contract amount, and any other details helpful to understand circumstances.*) ☐ Yes ☐ No
15. Has the Offering firm ever failed to pay suppliers or subcontractors amounts owed that resulted in lawsuits, judgments, liens or other such actions to collect such monies owed from the Offering firm? (*If yes, provide details on a separate sheet.*) ☐ Yes ☐ No
16. Does the Offering firm (*or any officer, director, owner, qualifier, project manager, procurement manager, or chief financial officer*) have any judgments, claims, arbitration or mediation proceedings or lawsuits pending or outstanding at the time of this bid? (*If yes, provide details on a separate sheet.*) ☐ Yes ☐ No
17. Is the Offering firm (*or any officer, director, owner, qualifier*) currently debarred from bidding or contracting with any governmental entity in any state or the federal government? (*If yes, provide details on a separate sheet.*) ☐ Yes ☐ No
- Has the Offering firm (*or any officer, director, owner, qualifier of the Offering firm*) ever been debarred under a previous company name? (*If yes, provide details on a separate sheet.*) ☐ Yes ☐ No
18. Has the Offering firm (*any officer, director, owner, qualifier, project manager, procurement manager, or chief financial officer*) been convicted within the past ten (10) years of a state or federal crime related to construction or contracting including, but not limited to, violation of ethics, antitrust laws, fraud, conspiracy to bid rig, or other such acts? (*If yes, provide details on a separate sheet.*) ☐ Yes ☐ No

## SECTION 2

### Prior Performance and Related Experience on Similar Projects

Offering Firm's Name: \_\_\_\_\_  
Principal's Name: \_\_\_\_\_

**Design Examples** (*Representative floor plans, elevations, and other images that show the scope and complexity of the project are required.*):

1.

Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Contact Info: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Describe Project Scope: \_\_\_\_\_  
Time Frames: Design Services Start: \_\_\_\_\_ Design Services Complete: \_\_\_\_\_  
Construction Start: \_\_\_\_\_ Construction Complete: \_\_\_\_\_  
Budget vs. Actual Costs: Design Services Budget: \_\_\_\_\_ Design Services Actual: \_\_\_\_\_  
Construction Budget: \_\_\_\_\_ Construction Actual: \_\_\_\_\_  
Major Problem: \_\_\_\_\_  
Solution: \_\_\_\_\_

2.

Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Contact Info: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Describe Project Scope: \_\_\_\_\_  
Time Frames: Design Services Start: \_\_\_\_\_ Design Services Complete: \_\_\_\_\_  
Construction Start: \_\_\_\_\_ Construction Complete: \_\_\_\_\_  
Budget vs. Actual Costs: Design Services Budget: \_\_\_\_\_ Design Services Actual: \_\_\_\_\_  
Construction Budget: \_\_\_\_\_ Construction Actual: \_\_\_\_\_  
Major Problem: \_\_\_\_\_  
Solution: \_\_\_\_\_

3.

|                          |                         |               |                           |
|--------------------------|-------------------------|---------------|---------------------------|
| Company Name:            | <hr/>                   |               |                           |
| Location:                | <hr/>                   |               |                           |
| Contact Person:          | <hr/>                   | Contact Info: | <hr/>                     |
| Telephone Number:        | <hr/>                   |               |                           |
| Describe Project Scope:  | <hr/>                   |               |                           |
| Time Frames:             | Design Services Start:  | <hr/>         | Design Services Complete: |
|                          | Construction Start:     | <hr/>         | Construction Complete:    |
| Budget vs. Actual Costs: | Design Services Budget: | <hr/>         | Design Services Actual:   |
|                          | Construction Budget:    | <hr/>         | Construction Actual:      |
| Major Problem:           | <hr/>                   |               |                           |
| Solution:                | <hr/>                   |               |                           |

4.

|                          |                         |               |                           |
|--------------------------|-------------------------|---------------|---------------------------|
| Company Name:            | <hr/>                   |               |                           |
| Location:                | <hr/>                   |               |                           |
| Contact Person:          | <hr/>                   | Contact Info: | <hr/>                     |
| Telephone Number:        | <hr/>                   |               |                           |
| Describe Project Scope:  | <hr/>                   |               |                           |
| Time Frames:             | Design Services Start:  | <hr/>         | Design Services Complete: |
|                          | Construction Start:     | <hr/>         | Construction Complete:    |
| Budget vs. Actual Costs: | Design Services Budget: | <hr/>         | Design Services Actual:   |
|                          | Construction Budget:    | <hr/>         | Construction Actual:      |
| Major Problem:           | <hr/>                   |               |                           |
| Solution:                | <hr/>                   |               |                           |

5.

|                          |                         |               |                           |
|--------------------------|-------------------------|---------------|---------------------------|
| Company Name:            | <hr/>                   |               |                           |
| Location:                | <hr/>                   |               |                           |
| Contact Person:          | <hr/>                   | Contact Info: | <hr/>                     |
| Telephone Number:        | <hr/>                   |               |                           |
| Describe Project Scope:  | <hr/>                   |               |                           |
| Time Frames:             | Design Services Start:  | <hr/>         | Design Services Complete: |
|                          | Construction Start:     | <hr/>         | Construction Complete:    |
| Budget vs. Actual Costs: | Design Services Budget: | <hr/>         | Design Services Actual:   |
|                          | Construction Budget:    | <hr/>         | Construction Actual:      |
| Major Problem:           | <hr/>                   |               |                           |
| Solution:                | <hr/>                   |               |                           |

### SECTION 3

#### Principal/Offeror Technical Expertise & Experience

| <u>Position</u>    | <u>Minimum Requirements</u>                           | <u>Name</u> |
|--------------------|---|-------------|
| Principal          | Corporate Officer or Partner + license + 10 yrs. Exp. | _____       |
| Other (List title) |   | _____       |
| Other (List title) |   | _____       |
| Other (List title) |   | _____       |
| Other (List title) |   | _____       |

Number of years Offeror has been in business: \_\_\_\_\_

Number of years Offeror has been in business in SC or had an office in the state: \_\_\_\_\_

Number of years Principal has been part of the firm: \_\_\_\_\_

Number of projects completed for school districts in the past five (5) years: \_\_\_\_\_

Number of projects completed for other governmental entities in past five (5) years: \_\_\_\_\_

Total number of projects completed in the past five (5) years: \_\_\_\_\_

Total number of projects completed for Horry County Schools in the past five (5) years: \_\_\_\_\_

Total number of projects completed in the last five (5) years on schedule: \_\_\_\_\_

Total number of projects completed in the last five (5) years within 10% of estimated budget: \_\_\_\_\_

Number of litigations/debarments filed against the firm in the last five (5) years: \_\_\_\_\_

Number of licensing reprimands, revocations, cease and desist orders, etc. filed on Principal: (If other than "0", provide details on a separate sheet.) \_\_\_\_\_

**Sheri L. Wainscott**

---

**From:** Louis Batson <lrb3@bainc.com>  
**Sent:** Monday, March 16, 2015 12:27 PM  
**To:** William F. Halligan; Keith R. Powell  
**Subject:** Commentary on High Performance Facilities and Zero Energy Facilities  
**Attachments:** 20150316\_121549.pdf

Bick,

Attached are two documents I prepared to assist Horry County with the establishment of criteria for High Performance and Zero Energy Facilities.

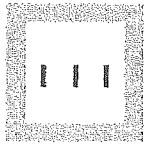
These should serve as a point of departure for district staff to formulate target objectives in the evaluations of D-B teams responding to the RFQ.

Please review and distribute as you see fit.

I will be available to discuss this information in more detail as you and the staff of the district desire.

Louis III

**louis p. batson III aia ceo**  
batson associates, inc.  
415 west washington street  
greenville, SC 29601  
lrb3@bainc.com  
864.233.2232 o.  
864.230.5153 c.  
www.batsonassociates.com



b a t s o n  
a s s o c i a t e s

## HIGH PERFORMANCE FACILITIES

High performance facilities (HPF) and low-energy facilities in the context of this program could easily be categorized together and recognized as the foundation or fundamental 'building blocks' for the creation of Zero-Energy Facilities.

Characteristics of these facilities are numerous and it will be important for the Owner, Architect, Engineer, and Contractors to define and to establish qualitative characteristics most easily recognized to represent an HPF. Once established, the Design Team can establish objective performance criteria (such as ASHRAE 90.1) that form the basis for performance thresholds.

Examples of qualitative components include:

- EUI (Energy Use Intensity in kBTU/SF/YR at an average age; currently in U.S. at 76kBTU/SF/YR, Average age is 42 years).
- Large site footprints.
- Prescribed, consistent utilization patterns.
- Simple operations and maintenance protocols that are easily modeled.
- Multiple high impact opportunities to maximize energy and environmental impact including:
  - Orientation
  - Massing
  - HVAC/Air Quality/Controls
  - Daylighting/reduced lighting demands
  - Plumbing/water conservation
  - Envelope, i.e., roof, walls, windows.

Additionally, it will be incumbent on the Project Team to engage at all levels to understand:

- Behavioral modifications necessary to achieve "high" performance;
- Informed impact of operation/design/construction/maintenance/monitoring decisions; and
- Zero-energy capabilities – on site, off site, generation, as well as available renewable energy resources available.

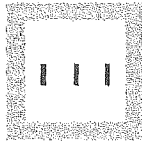
The Project Team must work collaboratively to take advantage of high efficiency systems, many of which are easily obtainable. This requires the Design Team to offer multiple options; constructors to define the impact on initial capital cost; and extensive energy modeling so that the Owner can make informed decisions and control the financial resources used to meet the energy performance goals.

Typically, the HPF will use an extensive combination wide range of components to achieve enhanced energy performance when compared to minimally energy-code/compliant facilities. Adequate systems (and trained personnel on staff) to measure actual performance compared to modeled performance. Benchmarking and system flexibility to align expectations with actual facility performance should be anticipated and robust systems designs to enable the facility to adjust to meet district expectations (high energy savings, reduced peak demand, emissions-free energy) over time.

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[www.batsonassociates.com](http://www.batsonassociates.com)

tel 864.233.2232  
fax 864.235.5318

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## ZERO ENERGY FACILITIES

First and foremost, a clear, objective, and measurable definition must be established collaboratively by the Owner, Architect, Engineers, and Constructors of the facility (the Project Team).

The definition of the zero energy facility goal affects the choices available to the project team and will establish the criteria for measuring the success and viability of this endeavor.

It is doubtful that until the definition is established, consensus achieved, and protocols in place to ensure that operations, maintenance, and 'data harvesting' to monitor performance over the life of the facility is integrated into the culture of the district, the goal of a zero energy facility will not be realistic – nor will it offer any benefit to the district.

Currently, two strategies: demand-side or supply-side; and at least four zero energy scenarios – net-zero site energy, net-zero source energy, net-zero energy costs, and net-zero emissions are used in the industry and significant differences exist between the definitions.

Each scenario will impact the design strategy or strategies used to create and operate a zero-energy facility.

**Zero-Energy Facility (ZEF):** At the most fundamental level, a ZEF generates renewable energy on site equal to its annual energy consumption.

### Guidelines for Consideration and Implementation:

- Any ZEF will utilize traditional sources of utilities to satisfy demands when on-site generation will not meet required loads.
- Any ZEF will export energy to the utility grid or to on-site energy storage systems.
- It should be anticipated that excess generated energy will not always be used because the resources to create storage capacity will always be limited and utilities may not 'need' the energy. It is reasonable to anticipate that public utility (on the grid) providers will concurrently search for ways to 'harvest' excess production for sale to consumers as a component of their business model. When this occurs, the district may not achieve a consistent ROI over the life of their ZEF.
- Supply-Side Technologies
  - Photo-voltaic
  - Solar (hot water)
  - Wind
  - Hydroelectric
  - Biofuel

These renewable sources are higher priorities than conventional coal, gas, nuclear sources. The selection of technologies should be prioritized to include these available within the facility footprint and on-site to reduce conversion, transportation, or depletion of conventional resources. Renewable resources must be available over the anticipated life of the facility. Most importantly, the

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technologies selected and utilized should be widely available, flexible to technological advances, and simply replicated.

Demand-Side Technologies

- Passive Solar Heating/Facility Orientation
- Daylighting
- Gray/Storm water reclamation
- High Efficiency Engineering Systems

Generally speaking, it is easier to save energy than produce it. Energy efficient systems of construction assemblies will typically be effective over the life of the facility, but must be persistent, easily monitored, and measured to ensure their contribution to good stewardship of the resource (energy).

Other Considerations:

Any discussion on ZEF must recognize that use of renewable energy available on site is complementary to energy efficiency; the foundation of high performance facilities (HPF).

The project team must recognize that buying energy without incentives to reduce demand or energy loads and technologies that transform energy such as fuel cells or micro turbines do not contribute to 'on-site' production in a ZEF because of their reliance on fossil fuels or renewable sources (such as bio fuels). Likewise, it should be recognized that PV and wind resource generation is highly site-specific.

Future considerations must include solar access ordinates to ensure permanent access to sunlight as well as resource degradation as a result of future development.



## PROPOSAL SPECIAL INSTRUCTIONS



1. **Interpretations and Clarifications:** Requests for additional information or questions regarding error, omission or clarification of any portion of the Solicitation Documents or the Contract Documents, shall be submitted in writing to the District Contact Person stated in the Request for Qualifications by e-mail or facsimile no later than five (5) days prior to the bid-proposal opening date and time as may be amended. Any interpretations, corrections, or changes to the Solicitation Documents or the Contract Documents made in any other manner than by a written addendum shall not be binding, and Offerors shall not rely upon them. See also, "10. Design Requirements Review and Comment Period" in this section below.

2. **Communication with District Officials:** Potential and actual Offerors (including any subcontractors or sub-consultants) shall NOT contact members of the School Board or the District Review Committee at any time during the submission, evaluation, and/or selection process with the purpose of influencing the outcome of the competition. All communication concerning the solicitation shall proceed through the Horry County Schools Office of Procurement Services.

3. **Number of Copies & Response Format:** One (1) original, one (1) copy, and one (1) electronic copy. Bulky, ornate, and/or costly binding of the original response is not necessary or required. The original copy shall be so marked as "Original". Use 8 1/2" x 11" narratives describing architectural materials/engineering systems and, at a minimum, the Site Plan, Architectural Floor Plan(s), and a 3-D representation (mass model) of the proposed design on ANSI C size paper. A table of contents, with corresponding tabs in the body of the response, must be included as well to identify each section. Placing multiple tabs on a single page is perfectly acceptable. If more than one item in the table of contents can be started on the same page, you may do so and place all corresponding tabs on that page. To avoid unnecessary length, internal cross-references are encouraged where any particular information requested is adequately presented elsewhere in the response package. Any affidavits, certifications, or signed statements called for may be included in an appendix and will not count toward the page limit. Responses shall be portrait orientation. Also note the requirements for submitting an electronic model that can be analyzed under the "High Performance / Energy Positive" software requirements of this RFP.

4. **Magnetic Media – Required Format:** As noted above in Item # 2, an original hard copy of your offer must be accompanied by the specified number of copies in the following electronic format: thumb drive, compact disc (CD) in one of the following formats, CD-R, DVD-ROM; DVD-R; or DVD+R. Formats such as CD-RW, DVD-RAM, DVD-RW, DVD+RW, or DVIX are not acceptable. Every CD/Thumb drive must be labeled with Offeror's name, solicitation number, and specify whether contents contain the business proposal or cost proposal. If multiple thumb drives/CD sets are provided, each thumb drive/CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each thumb drive/CD must be identical to the original hard copy. File formats shall be MS Word 97 or later, PDF and Seafair-readable as appropriate.

5. **Submitting Redacted Offers:** You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the item entitled "Submitting Confidential Information". In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt (trade secret or proprietary information), i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should a) reflect the same pagination as the original; b) show the empty space from which information was redacted; and c) be submitted on magnetic media. (See Item entitled "Magnetic Media – Required Format"). Except for the redacted information, the CD or thumb drive must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

6. **Proposal Submission:** Proposals delivered orally or via telephone, telegraph, e-mail, facsimile, or other such methods are not sealed proposals and are unacceptable. Proposals submitted in any other way than as required in these Proposal Instructions shall be considered non-responsive in accordance with the District's Procurement Code. In addition, proposals shall be submitted in the English language and in U.S. dollars, unless otherwise permitted by the solicitation.

7. **Sealed Proposal Packaging:** The documents required for proposal submission shall be enclosed in a sealed, opaque envelope before delivery, mailing, or insertion into any express carrier envelope or packaging. The exterior of the sealed, opaque envelope shall be clearly marked with a) the solicitation name and project/solicitation number, b) the Offeror's name and address, and c) the words "SEALED QUALIFICATIONS" in bold print. The Offeror shall assume full responsibility for the correct packaging and identification of the sealed proposal to prevent exposure of proposal pricing prior to the official proposal

opening date and time. Any pre-mature opening of a proposal shall be handled in accordance with the District's Procurement Code.

8. **Discussion with Responsive Offerors for Clarification:** During the review process, the District shall have the right to request from the Offeror any other information or evidence it deems necessary for evaluation of the proposals and relevant to the any one or more of the evaluation factors. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. The failure of any Offeror to promptly provide such requested information shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the proposal.

9. **Protest Procedure:** Any Offeror or potential Offeror who feels he/she has been aggrieved in connection with this solicitation, an addendum to the solicitation, or the subsequent award of a contract has a right to protest and to present an appeal, in writing, in accordance with the District's Procurement Code to the District's Procurement Coordinator within the required number of days from the date of the solicitation, an addendum or the award, whichever is at issue. A copy of the Procurement Code can be found on the District's website at <http://www.horrycountyschools.net/pages/Horry-County-Schools/3352373296737269426/Fiscal-Service/Procurement>.

### 10. DESIGN REQUIREMENTS REVIEW AND COMMENT PERIOD.

HCS strongly encourages each proposer to spend the first twenty-one (21) days of the RFP period studying the HCS Design Requirements and submitting comments on how the Design Requirements could be clarified and/or improved upon. Also, HCS seeks the opinion of proposers on whether or not it is feasible to meet all Design Requirements, including schedule, budget, high performance, and zero energy requirements. If it becomes necessary to prioritize the HCS requirements or make "trade offs" this should be done during the RFP period, so that Design Requirements can be adjusted-equally uniformly amended for all competitors. Proposers should not submit proposals that are in-not-feasible under the Design Requirements, nor should proposers undertake unauthorized subordination of one Design Requirement to another. HCS very much desires to have thorough, expects to finalize consideration considered of these comments on these matters by JULY 17, 2015. ALL COMMENTS WILL BE HANDLED AS REQUESTS FOR "INTERPRETATIONS AND CLARIFICATIONS" AND MAY BE ADDRESSED BY HCS THROUGH ADDENDA.

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End of Proposal Special Instructions



July 23, 2015

**Addendum #2**

**RFP # 1415-91**

**Design-Build Delivery of New School Facilities**

This Addendum is issued for the purposes of modifying or interpreting the solicitation documents by additions, deletions, clarifications or corrections as outlined below. The items in this Addendum take precedence over the referenced articles of the solicitation documents and/or specifications and become an integral part thereof in the execution of the subsequent contract.

Bidders must acknowledge receipt of the Addenda on the official bid forms.

**The following information is issued for the purpose of revising, clarifying, and/or adding to the specifications and solicitation documents or for the purpose of answering and/or clarifying questions from potential offerors.**

**Question 1:** Is an established energy modeling software like eQuest, Trane Trace, etc. in lieu of a Sefaira Systems file?

**Response:**

**Question 2:** The RFP defines the contracting type as "Design-Build" but does not reference the pricing structure of the project. Additionally, there is no location on the submission forms to include our price. Can you please describe the type of D-B contract the District plans to execute with the successful D-B firm (Cost plus fee, GMP, Firm Fixed Price)? Also, please confirm that our pricing is to be submitted as an exhibit to our AIA Form 141 and not in another location in the proposal.

**Response:**

**Question 3:** Appendix E: ENERGY POSITIVE/HIGH PERFORMANCE DESIGN REQUIREMENTS: Energy Modeling: Appendix E indicates the "benchmark" from which the performance of your proposed design will be analyzed by the HCS using Sefaira is: ASHRAE/USGBC/IES Standard 189.1-2009 and ASHRAE 62.1. It is our understanding that Sefaira is not approved by ASHRAE as an energy model for compliance with ASHRAE 189.1. We typically do energy modeling throughout the design process and a construction compliance model, consistent with the description in your ED SPECS, however we use the ASHRAE approved eQuest energy model. Can eQuest be used for the ED SPECS energy modeling and to show net zero performance?

**Response:**

**Question 4:** Appendix E: ENERGY POSITIVE/HIGH PERFORMANCE DESIGN REQUIREMENTS: To achieve net positive energy the design will likely include a PV Solar System that puts power back onto the grid. Has Horry County Schools come to agreement with the local utility for each school, as to the utility accepting and paying the school system for power put back on the grid by the PV Solar System? If so, please provide information on this arrangement. If not, please outline how the school system anticipates this being addressed.

**Response:**

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**Question 5:** Paragraph 3.1.16 **Design Builder's Insurance and Bonds.** The Design Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B. There is no Exhibit B attached to the Draft Agreement. Is the District requiring a project specific "Design Build" surety bonds covering all aspects of the design build Agreement (design, construction and performance standards) or is the District accepting piece meal surety bonds covering only portions of the contract such as just the performance and payment for the construction portion of the work.

**Response:**

**Question 6:** Will the District accept a partial surety bonds from sub-contractors for portions of their work for which the subcontractor is responsible under the Design Build Agreement or will the District require the stated Surety Bonds originate from the entity entering into the Design Build Agreement with the District for 100% of the amount of the Design Build Agreement?

**Response:**

**Question 7:** If the answers to questions 1 and 2 are in the affirmative, will the District allow a project specific corporate entity to be formed which would act as the signatory for the Design Build Agreement with the District and the key team members be subcontractors to the corporate entity?

**Response:**

**Question 8:** Paragraph 8.1.4 speaks to Actual Damages, paragraph 13.2.2.4 speaks to performance damages and references the Design Builder's performance bond and the response to Question 20 in Addendum #1 relating to the "energy performance guarantee". Is there any maximum limit of Actual Damages the Design Builder could incur for failure to perform under the terms of the Design Build Agreement?

**Response:**

**Question 9:** **Appendix A Project-Specific Schedule Requirments**, references time "to allow for proper punchlist corrections and staff move-in/setup". Is the Design Builder responsible for specifying, purchase, and installation of Furniture and Playground equipment?

**Response:**

**Question 10:** There is no technology allowance noted. Is the Design Builder responsible for the purchase and installation of instructional related technology or is that a District responsibility?

**Response:**

**Question 11:** Will the District provide test borings of all sites for the design builder to use in analyzing the use of a geo-thermal heat exchanger? If test borings are not provided, will the district hold the design builder liable if the actual performance of the proposed system is affected by results of test borings done after the proposal is submitted?

**Response:**

**Question 12:** Given the limited budget, we assume the following items will be paid for out of funds other than the "total project approved budget". Please confirm that the following items are to be planned for but not provided by the design builder or consider including a technology allowance to pay for these items and increase the project budget accordingly. If the intent is that these items be included as part of the base proposal (not in an allowance), please consider increasing the budget accordingly and provide a detailed description of what is needed.

- o Servers, network switches, racks, wireless access points
- o Devices such as laptops, laptop carts, emergency backup, printers, copiers, desktops, I-pads, etc.
- o Wiring (the design builder will provide conduits for the HCS technology vendor)
  - Structured cabling, CATV
  - AV wiring

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- Intercom
- Intrusion Detection (motion detectors and keypads)
- Door access control (card readers, software, and server)
- CCTV (cameras)
- Phone system (IP handset, wiring, software, control computer)
- Local sound systems (Gym, Auditorium, etc.)
- Interactive displays (smart board and/or flat screen, associated speakers, and associated cabling)
- Distributed antenna system (not required, but needed for cellular service to work in building)
- TV's and display screens for conference and security

**Response:**

**Question 13:** Will HCS pay for the following equipment items with funds outside of the "total project approved budget"? If the intent is that these items are to be paid for by the design builder, please consider an equipment allowance for these items and then increase the total budget accordingly. If the intent is that these items be included as part of the base proposal (not in an allowance), please consider increasing the budget accordingly and provide additional information where specified items are desired).

- Uniforms – (Provide a count, brand, and model number if this item is by the DB)
- Books, paper, note pads. . .
- Training room equipment – (Provide a brand and model number if this item is by the DB)

**Response:**

**Question 14:**

**Response:**

**Question 15:**

**Response:**

**Question 16:**

**Response:**

**Question 17:**

**Response:**

**Question 18:**

**Response:**

**Question 19:**

**Response:**

**Question 20:**

**Response:**

**Question 21:**

**Response:**

**Question 22:**

**Response:**

**Question 23:**

**Response:**

**Question 24:**

**Response:**

**Question 25:**

**Response:**

**Question 26:**

**Response:**

**Question 27:**

**Response:**

**Question 28:**

**Response:**

**Question 29:**

**Response:**

**HORRY COUNTY SCHOOLS**

**By:** *Darlyn B. Adams*

**Darlyn Adams, CPPO, CPPB  
Procurement Officer**

Horry County RFP Clarifications  
Item Question

1. The RFP states in Section 3.1.3 and 3.1.4 that the "New Construction Conceptual Designs" and the HCS "Educational Specifications" are design requirements. The Conceptual Designs found on the website listed in Appendix C include only Sketchup models or CADD plans. The Educational Specifications in Section 3, Design Process Guidelines, Item 2 outline many deliverables (such as Capacity Calculations, Narratives, program data matrix, etc.) that are not included in the Conceptual Design referenced in Appendix C. Is the Complete Conceptual Design submittal prepared by SHW in 2014 (and on the HCS website at that time) a part of this RFP or only the Floor Plans and Sketchup models listed in Appendix C?
2. If the full Conceptual Design Packages as prepared in 2014 by SHW (and as outlined in the Educational Specifications on pages 33-35) are not available, is a Program Data Matrix available for each school so that the Design Build Teams can verify the program requirements against the conceptual designs?
3. The building is defined sometimes as "Net Zero" and other times as "Net Positive". Please clarify the intention.
4. Do we need to size and cost out the PV array?
5. How important is the economy of scale in this process - how likely are you to award all projects to the same Offeror? As the RFP is currently written, each project is a separate proposal and there is no ability to take advantage of the economies of scale of building multiple projects.
6. Per the directions on Functional Performance Testing in Appendix I, please define "underperformance."
7. Is it acceptable to pull the Commissioning Agent costs into the Construction Budget, and self-perform the Commissioning?
8. Is the 3-year Commissioning requirement for Functional Performance Testing part of the budgeted Commissioning cost line item in Appendix B, or is that cost a separate Operations & Maintenance cost for the Owner?
9. There are directions within Article 4 that all documents are to be portrait orientation. We may provide some architectural drawings with landscape orientation. Please provide direction on whether this is acceptable.
10. Can the buildings be reoriented on site, and can fenestration be adjusted?
11. It is assumed that the conceptual plans are reflective of the quality and efficiency Horry County is seeking in the building designs. Would the School District like to offer additional comment relating to these considerations?
12. The Ed Specs, in the paragraphs describing Educational Space Types (As indicated in Section 2 and in Images and photos on pages 10, 13, 15, 17, and 19 and elsewhere in this document) indicate considerable amounts of interior glazing between educational spaces and circulation spaces. The use of glazing at these locations is also shown in the Sketchup models provided. Is this a design requirement?
13. Have all of the sites indicated in Appendix F been through the approval process required by DSF?
14. Some major mechanical systems are not currently able to be modeled and analyzed with the required software. In that case, how should design teams document their likely approach?
15. Article 2.1 of the RFP states that the proposers must perform consistent with the "Technical Specifications" of HCS. Article 3 of the RFP does not mention "Technical Specifications" as part of the design requirements. There do not appear to be any "Technical Specifications" on the HCS district wide website. Are the "Technical Specifications" available and are they a part of the design requirements?
16. Is both Sefaira Architecture and Sefaira Systems analysis a requirement of our proposals?



July 23, 2015

**Addendum #2**

**RFP # 1415-91**

**Design-Build Delivery of New School Facilities**

This Addendum is issued for the purposes of modifying or interpreting the solicitation documents by additions, deletions, clarifications or corrections as outlined below. The items in this Addendum take precedence over the referenced articles of the solicitation documents and/or specifications and become an integral part thereof in the execution of the subsequent contract.

Bidders must acknowledge receipt of the Addenda on the official bid forms.

**The following information is issued for the purpose of revising, clarifying, and/or adding to the specifications and solicitation documents or for the purpose of answering and/or clarifying questions from potential offerors.**

**Question 1:** Is an established energy modeling software like eQuest, Trane Trace, etc. in lieu of a Sefaira Systems file?

**Response:** Mr. Batson to respond.

**Question 2:** The RFP defines the contracting type as "Design-Build" but does not reference the pricing structure of the project. Additionally, there is no location on the submission forms to include our price.. Can you please describe the type of D-B contract the District plans to execute with the successful D-B firm (Cost plus fee, GMP, Firm Fixed Price)? Also, please confirm that our pricing is to be submitted as an exhibit to our AIA Form 141 and not in another location in the proposal.

**Response:** There will be a firm fixed price. The prices will. . . See attached document (Exhibit A to the Design Build Agreement). Mr. Halligan/Mr. Powell to develop. May be addressed by eval. cmte.

**Question 3:** Appendix E: ENERGY POSITIVE/HIGH PERFORMANCE DESIGN REQUIREMENTS:  
Energy Modeling: Appendix E indicates the "benchmark" from which the performance of your proposed design will be analyzed by the HCS using Sefaira is: ASHRAE/USGBC/IES Standard 189.1-2009 and ASHRAE 62.1. It is our understanding that Sefaira is not approved by ASHRAE as an energy model for compliance with ASHRAE 189.1. We typically do energy modeling throughout the design process and a construction compliance model, consistent with the description in your ED SPECS, however we use the ASHRAE approved eQuest energy model. Can eQuest be used for the ED SPECS energy modeling and to show net zero performance?

**Response:** Mr. Batson to respond.

**Question 4:** Appendix E: ENERGY POSITIVE/HIGH PERFORMANCE DESIGN REQUIREMENTS:  
To achieve net positive energy the design will likely include a PV Solar System that puts power back onto the grid. Has Horry County Schools come to agreement with the local utility for each school, as to the utility accepting and paying the school system for power put back on the grid by the PV Solar System? If so, please provide information on this arrangement. If not, please outline how the school system anticipates this being addressed.



**Response:** No. There is no agreement with any local utility company. The comparison is between energy usage and energy production and is not measured in dollars. It is our intent to be ready for any opportunity that is made available by a utility.

**Question 5:** Paragraph 3.1.16 **Design Builder's Insurance and Bonds.** The Design Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B. There is no Exhibit B attached to the Draft Agreement. Is the District requiring a project specific "Design Build" surety bonds covering all aspects of the design build Agreement (design, construction and performance standards) or is the District accepting piece meal surety bonds covering only portions of the contract such as just the performance and payment for the construction portion of the work.

**Response:** Yes. We want a comprehensive, single performance bond on each project.

**Question 6:** Will the District accept a partial surety bonds from sub-contractors for portions of their work for which the subcontractor is responsible under the Design Build Agreement or will the District require the stated Surety Bonds originate from the entity entering into the Design Build Agreement with the District for 100% of the amount of the Design Build Agreement?

**Response:** No, the District will not accept partial surety bonds from sub-contractors for portions of their work for which they are responsible. Yes, the District will require that the stated Surety Bonds originate from the entity entering into the Design Build Agreement with the District for 100% of the amount of the Design Build Agreement.

**Question 7:** If the answers to questions 5 and 6 are in the affirmative, will the District allow a project specific corporate entity to be formed which would act as the signatory for the Design Build Agreement with the District and the key team members be subcontractors to the corporate entity?

**Response:** Yes.

**Question 8:** Paragraph 8.1.4 speaks to Actual Damages, paragraph 13.2.2.4 speaks to performance damages and references the Design Builder's performance bond and the response to Question 20 in Addendum #1 relating to the "energy performance guarantee". Is there any maximum limit of Actual Damages the Design Builder could incur for failure to perform under the terms of the Design Build Agreement?

**Response:** No there is no limit on Actual Damages. This is not liquidated damages.

**Question 9:** **Appendix A Project-Specific Schedule Requirements**, references time "to allow for proper punchlist corrections and staff move-in/setup". Is the Design Builder responsible for specifying, purchase, and installation of Furniture and Playground equipment?

**Response:** Yes, in coordination with HCS staff for selection of products or materials.

**Question 10:** There is no technology allowance noted. Is the Design Builder responsible for the purchase and installation of instructional related technology or is that a District responsibility?

**Response:** Yes, in coordination with HCS staff for selection of products or materials. An allowance of \$XXX is included in the "total project approved budget".

**Question 11:** Will the District provide test borings of all sites for the design builder to use in analyzing the use of a geo-thermal heat exchanger? If test borings are not provided, will the district hold the design builder liable if the actual performance of the proposed system is affected by results of test borings done after the proposal is submitted?

**Response:** Yes, HCS will provide them. Geotechnical exploration is being performed by Terracon, and the results will be provided as soon as they are available.

**Question 12:** Given the limited budget, we assume the following items will be paid for out of funds other than the "total project approved budget". Please confirm that the following items are to be planned for but not provided by the design builder or consider including a technology allowance to pay for these items and increase the project budget accordingly. If the intent is that these items be

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included as part of the base proposal (not in an allowance), please consider increasing the budget accordingly and provide a detailed description of what is needed.

- o Servers, network switches, racks, wireless access points
- o Devices such as laptops, laptop carts, emergency backup, printers, copiers, desktops, I-pads, etc.
- o Wiring (the design builder will provide conduits for the HCS technology vendor)
  - Structured cabling, CATV
  - AV wiring
- o Intercom
- o Intrusion Detection (motion detectors and keypads)
- o Door access control (card readers, software, and server)
- o CCTV (cameras)
- o Phone system (IP. handset, wiring, software, control computer)
- o Local sound systems (Gym, Auditorium, etc.)
- o Interactive displays (smart board and/or flat screen, associated speakers, and associated cabling)
- o Distributed antenna system (not required, but needed for cellular service to work in building)
- o TV's and display screens for conference and security

**Response:** See response to Question #10. Verify which items are included in allowance.

**Question 13:** Will HCS pay for the following equipment items with funds outside of the "total project approved budget"? If the intent is that these items are to be paid for by the design builder, please consider an equipment allowance for these items and then increase the total budget accordingly. If the intent is that these items be included as part of the base proposal (not in an allowance), please consider increasing the budget accordingly and provide additional information where specified items are desired).

- o Uniforms – (Provide a count, brand, and model number if this item is by the DB)
- o Books, paper, note pads. . .
- o Training room equipment – (Provide a brand and model number if this item is by the DB)
- o Wall pads in gym
- o Gym scoreboards – (Provide a brand and model number if this item is by the DB.)
- o Backboards – (Provide a brand and model number if this item is by the DB.)
- o Commercial washer and dryer – (Provide a brand and model number if this item is by the DB.)
- o Dimming, rigging, and theatrical lighting (if required)
- o Projector(s), screen(s) and rigging system – (Provide a brand and model number if this item is by the DB.)
- o Folding chairs, chair rack, and protective floor mat with rack – (Provide a brand and model number if this item is by the DB.)
- o Speaking podium or lectern – (Provide a brand and model number if this item is by the DB.)
- o Wrestling mats
- o PE Equipment – (Provide a brand and model number if this item is by the DB.)
- o Exterior lighting if required (no exterior lighting seems to be specified except for parking and general building lighting)
- o Exterior trash cans
- o Field repair kit if needed – (Provide a brand and model number if this item is by the DB.)
- o Field lining equipment if needed – (Provide a brand and model number if this item is by the DB.)
- o Mower – (Provide a brand and model number if this item is by the DB.)
- o Soccer goals and equipment if needed
- o Softball and baseball bases and equipment if needed
- o Irrigation system
- o Musical Instruments – (Provide a brand and model number if this item is by the DB.)
- o Instrument storage cabinets – (Provide a brand and model number if this item is by the DB.)
- o Choral risers

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- Band chairs (moveable/stackable)
- Music stands – (Provide a brand and model number if this item is by the DB.)
- Stereo system – (Provide a brand and model number if this item is by the DB.)
- Band miscellaneous supplies – (Provide a brand and model number if this item is by the DB.)
- Maintenance and janitorial equipment and supplies (buffer, burnisher, trash cans, dumpsters, custodial carts, mop buckets, wet vac, vacuum, shop vac., hoses, ladder) – (Provide a brand and model number if this item is by the DB)
- Serving line equipment, cash drawers, register, kitchen equipment, concession equipment, small equipment, shelving, hoods, walk-in freezer, walk-in cooler, domestic washer/dryer, lockers, concession equipment

**Response:** Mark to verify which items are included in allowance.

**Question 14:** If the intent is that the design builder provide the following furniture out of the furniture allowance, please consider revising the furniture allowance as follows. A reasonable allowance for these items would be \$2,150.00 - \$2,300.00 per student. Please clarify what the design builder should provide within the allowance.

- Exterior benches
- Casework throughout the building (classroom storage, classroom filing, teacher's desk, administrative, reception, mail, trophy case, and workroom)
- Furniture throughout the building (administrative and instructional)
- Display boards throughout the building (whiteboards, tack boards)
- Mini blinds throughout the building
- Wall graphics (artwork and signage package)
- Toilet accessories (including paper towel dispensers in classrooms if needed)
- Cafeteria seating
- Library/technology center/collaboration space
  - Tables, seating, etc.
  - Shelving
  - Circulation hardware and software
  - Laminator
  - Library conference room furniture
  - Lectern
  - Library workroom casework and worktable
- Science equipment, goggle cabinet, fume hood (if needed), chemical and fire storage cabinets
- Nurses station equipment (wheel chair and first aid)
- Locker room lockers and benches
- Student oriented dashboard, software and hardware displaying data out of the building automation system
- Student lockers, if required (student lockers don't appear as a project requirement)
- Art room equipment and supplies to include kiln, pottery wheels, etc.
- Storage shelves for general storage, art room, and book storage

**Response:** Mark to verify which items are included in allowance.

**Question 15:** Is the design builder responsible for demolition of the existing building at Myrtle Beach Middle School, and if so, should there not be an increase in the budget to cover the cost of demolition? If HCS is responsible for demolition, when will demolition be complete? If the design builder is responsible for demolition, when will the design builder have access to the site?

**Response:** The Design Builder is responsible for the demolition of the existing building. The cost of demolition is included in the previously published budget for Myrtle Beach Middle School, and no increases are being made for the demolition. The Design Builder will have access to the site as soon as the contract is executed. The District will entertain designs that allow the existing building to remain on the site through the 2015 – 2106 school year and then be demolished during the summer of 2016.

**Question 16:** While Sefaira software is a great schematic design tool, it does not contain the system options that we plan on including in our proposal therefore the output from this software will not accurately reflect the performance of our building. Would you please consider allowing design builders to use an alternate software such as Trace or let us know what specific outputs you would like to review that will allow you to compare the team's proposals? Again, this is a great tool, but given the fact that we will have completed design development documents and the software has limited system selection options, this software is not capable of accurately representing the performance of our building.

**Response:** The occupied mode design criteria (i.e. specific outputs) were provided in the response to Question # 24 of Addendum 1.

Regarding the use of Sefaira, . . .

**Question 17:** As indicated in Addendum 1: question 16, if the design builder is expected to provide off site work such as road way improvements and utility extensions and do "normally required investigations", can you provide the assumptions used when HCS budgeted the projects? We assume your cost estimates for the project assumed some value for offsite improvements. Please provide any other information about road way and site improvements known or suspected by HCS staff. Lastly, please provide traffic studies that have been completed for each site.

**Response:** Offsite work to develop the property is to be included in the construction cost. No traffic studies have been completed. All available information will be issued in the topographical surveys and geotechnical results as soon as possible.

**Question 18:** Please provide a list of instructional and office spaces that require sinks.

**Response:** All OSF requirements and DHEC standards are to be followed when determining what spaces require sinks.

**Question 19:** Appendix I requires a functional performance test (FPT) and test and balance (TAB) be performed in June and December each of three years after the project is completed. Is it the intent that these activities are to provide seasonal testing and performance validation? If so, we agree with this retro or continuous commissioning concept. However, providing a complete TAB for the entire system is extensive, expensive and will not accomplish the intended result. Instead, we recommend TAB be provided as required to address deficiencies with the functional testing but in lieu of the bi-annual TAB, we recommend continuous commissioning with building analytics software. This is a much more comprehensive commissioning process and it will save hundreds of thousands of dollars that are needed to construct the building. Bi-annual TAB will not produce the detailed operational data needed to optimize the systems. Please confirm it is not the intent of the District for the complete system to be balanced as part of this bi-annual FPT? Please provide an industry standard protocol to which the FPT is to be performed or allow design builders to implement a continuous commissioning process with building analytics software and ongoing monitoring as the backbone of the effort.

**Response:** Dennis/Mr. Batson to help respond.

**Question 20:** Appendix I requires functional performance test to determine actual kWh output of the on-site source. There is also reference to the bi-annual FPT and overall kWh performance. However, it is not clear how building energy consumption is to be measured and there is no protocol within industry accepted FPTs for measuring energy consumption. We recommend the appropriate method from the International Performance Measurement & Verification Protocol (IPMVP) be used as the methodology to calculate modeled savings and measure actual savings over the three year term in lieu of the FPT. Is this acceptable?

**Response:** Mr. Batson to help respond.

**Question 21:** The allowances seem excessive in some cases in low in other cases. Please consider revising the amounts as follows and clarifying what items go in what allowance so that other important project requirements don't have to be reduced or eliminated. For fire alarm, hardware, furniture and

HVAC controls, please consider allowing design builders to work with your preferred vendors to obtain accurate pricing.

- o Middle School and Intermediate School Allowance suggestions:
  - Furniture in Question 14 above: \$2,150.0 - \$2,300.00 per student
  - Owner contingency - \$600,000.00
  - Technology allowance – (amount depends on what is included)
  - Equipment allowance – (amount depends on what is included)
- o Elementary School Allowance suggestions:
  - Furniture in Question 14 above: \$2,150.00 - \$2,300.00 per student
  - Owner contingency - \$500,000.00
  - Technology allowance – (amount depends on what is included)
  - Equipment allowance – (amount depends on what is included)

- a.) If HCS decides to keep the HVAC controls allowance in the contract, please clarify that the cost for factory mounted controls should be included in the HVAC allowance?
- b.) If HCS decides to keep the fire alarm allowance, please clarify if this amount includes the sprinkler system?

**Response:** There are no changes to allowances and contingencies at this time except to include an allowance for technology. See responses to questions 10 and 12. Regarding factory mounted controls in the HVAC allowance, Mark/Dennis to verify. Regarding the fire alarm allowance, the sprinkler system is NOT included in this allowance. The sprinkler system is considered part of the plumbing.

**Question 22:** The RFP states in section 3.1.3 and 3.1.4 that the "New Conceptual Designs" and the HCS "Educational Specifications are design requirements. The Conceptual Designs found on the website listed in Appendix C include only Sketchup models or CADD plans. The Educational Specification in Section 3, Design Process Guidelines, Item 2 outline many deliverables (such as Capacity Calculations, Narratives, program data matrix, etc.) that are not included in the Conceptual Design referenced in Appendix C. Is the Complete Conceptual Design submittal prepared by SHW in 2014 (and on the website at that time) a part of this RFP or only the Floor Plans and Sketchup models listed in Appendix C?

**Response:** HCS did not originally include the narratives in the original solicitation documents because of differing energy systems. They are now included as an attachment for your review. Please note, however, that the narratives no longer support the Design and Performance requirements specified in this RFP. (Documents to be provided as attachment or placed on Google Drive.)

**Question 23:** If the Conceptual Design Packages as prepared in 2014 by SHW (and as outlined in the Educational Specifications on pages 33-35 are not available, is a Program Data Matrix available for each school so that the Design Build Teams can verify the program requirements against the conceptual designs?

**Response:** See response to Question 22.

**Question 24:** The building is defined sometimes as "Net Zero" and other times as "Net Positive". Please clarify the intention.

**Response:** All references in the solicitation documents are to be changed to "Energy Positive" which has been defined in Appendix E of the solicitation documents.

**Question 25:** Do we need to size and cost out the PV array?

**Response:** Yes.

**Question 26:** How important is economy of scale in this process – how likely are you to award all projects to the same Offeror? As the RFP is currently written, each project is a separate proposal and there is no ability to take advantage of the economies of scale of building multiple projects.

**Response:** Mr. Halligan/Mr. Powell/John to address.  
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**Question 27:** Per the directions on the Functional Performance Testing in Appendix I, please define "underperformance".

**Response:** Underperformance is defined as: the system does not perform as represented in the response of the Offeror to the evaluation committee.

**Question 28:** Is it acceptable to pull the Commissioning Agent costs into the Construction Budget, and self-perform the Commissioning?

**Response:** No.

**Question 29:** Is the 3-year Commissioning requirement for Functional Performance Testing part of the budgeted Commissioning cost line item in Appendix B, or is that cost a separate Operations & Maintenance cost for the Owner?

**Response:** It is included as part of the commissioning costs?

**Question 30:** There are directions within Article 4 that all documents are to be portrait orientation. We may provide some architectural drawings with landscape orientation. Please provide direction on whether this is acceptable.

**Response:** Landscape orientation is acceptable.

**Question 31:** Can the buildings be reoriented on site, and can fenestration be adjusted?

**Response:** Yes, the buildings can be reoriented on site. Fenestration can be adjusted within reason but with the intent of the Conceptual Design illustrations being maintained.

**Question 32:** It is assumed that the conceptual plans are reflective of the quality and efficiency Horry County is seeking in the building designs. Would the School District like to offer additional comment relating to these considerations?

**Response:** No.

**Question 33:** The Ed Specs, in the paragraph describing Educational Space Types (as indicated in Section 2 and in images and photos on pages 10, 13, 15, 17, and 19 and elsewhere in this document) indicate considerable amounts of interior glazing between educational spaces and circulation spaces. The use of glazing at these locations is also shown in the Sketchup models provided. Is this a design requirement?

**Response:** Yes. Refer to the response regarding fenestration in Question 31. Minor changes are allowed as long as the intent of the design is maintained.

**Question 34:** Have all the sites indicated in Appendix F been through the approval process required by OSF?

**Response:** No site plans have been submitted to OSF.

**Question 35:** Some major mechanical systems are not currently able to be modeled and analyzed with the required software. In that case, how should design teams document their likely approach?

**Response:** Mr. Batson to address.

**Question 36:** Article 2.1 of the RFP states that the proposers must perform consistent with the "Technical Specifications of HCS. Article 3 of the RFP does not mention "Technical Specifications" as part of the design requirements. There do not appear to be any "Technical Specifications" on the HCS district-wide website. Are the "Technical Specifications" available and are they a part of the design requirements?

**Response:** Delete all references to "Technical Specifications" supplied by the Owner in the RFP documents.

**Question 37:** Is both Sefaira Architecture and Sefaira Systems analysis a requirement of our proposals?

**Response:** Yes. In order to obtain the proper output, both are required. Confer with Mr. Batson for verification.

**HORRY COUNTY SCHOOLS**

**By:** *Darlyn B. Adams*

**Darlyn Adams, CPPO, CPPB  
Procurement Officer**



July 23, 2015

**Addendum #2**

**RFP # 1415-91**

**Design-Build Delivery of New School Facilities**

This Addendum is issued for the purposes of modifying or interpreting the solicitation documents by additions, deletions, clarifications or corrections as outlined below. The items in this Addendum take precedence over the referenced articles of the solicitation documents and/or specifications and become an integral part thereof in the execution of the subsequent contract.

Bidders must acknowledge receipt of the Addenda on the official bid forms.

**The following information is issued for the purpose of revising, clarifying, and/or adding to the specifications and solicitation documents or for the purpose of answering and/or clarifying questions from potential offerors.**

**Question 1:** Is an established energy modeling software like eQuest, Trane Trace, etc. in lieu of a Sefaira Systems file?

**Response:** No. However, offerors may utilize any validation software(s) in addition to the Sefaira design modeling software.

*The reason that people are asking for eQUEST or Trace to be used is because this is the status quo of the industry today. Typically, (if not using Sefaira), analysis is done late in design by a specialist within or outside the design firm using validation software (eQUEST, Trane Trace, EnergyPlus) to verify that the design that has been developed. Validation models, by default require design decisions to have been finalized. From the initiation of design to the validation is where Sefaira (our modeling software) is focused. It allows architects, engineers, and contractors to analyze early and often in design and compare multiple strategies to make smart, cost-effective decisions before validation analysis begins. The benefit to the owner is that the design team knows what to expect and is not blindsided by cost overruns later in the process.*

*There is no reason to not use other tools. Every tool has a purpose and place within the design process. The purpose for requiring Sefaira is to provide a clear, concise comparison of different design options (such as massing), daylighting, and HVAC options on a single platform. That is critically important. If every solution is developed and analyzed with different software tools - different file formats with different interfaces, inputs, and outputs (deliverables), it makes it difficult for anyone reviewing this material to make sense of it.*

*Sefaira uses the actual architectural model for both Sefaira Architecture and Sefaira (engineering) Systems. This provides transparency to the design team and the evaluation 'team', illustrating architectural elements as well as different design strategies. It is in the best interest of Horry County to seek transparency and an apples to apples comparison to make educated decisions on what is best for the county. The Sefaira models can also be used for Horry County's own purposes.*

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Generally speaking, our intention is to make sure that the difference in bids was clear and easily discernable to HCS at the time proposals are submitted. It is entirely reasonable for Horry County to allow a specific validation tool to be used as Design Development and Construction Documents are completed.

#### **Difference in Engines**

- Trace (uses mostly the DOE 2 engine) is widely used today for detailed loads analysis, and sometimes for energy as well, but mostly just for loads.
- eQUEST (DOE 2) is widely used as it has been around for 30 years and has the ability to perform detailed energy analysis and HVAC analysis on specific manufacturer systems.
- Sefaira Architecture (both Revit and SketchUp plug-ins, and Architecture web application) use the ASHRAE Radiant Time Series (RTS) methodology for the heating and cooling load calculations. You can get a better sense of the methodology from the ASHRAE Handbook of Fundamentals Chapters 17 and 18 related to residential and non-residential cooling and heating load calculations. The envelope/space use parameter assumptions are delineated there, also. Daylight analysis is performed using Radiance and DaySim. These are the industry standards for daylight analysis.

Sefaira Systems is a front end (web application) compatible with EnergyPlus, an open-source simulation tool maintained by the US Department of Energy and associated national labs, replacing DOE 2. It's powerful, extremely detailed, and rigorous. Sefaira software provides a way to perform calculations with minimal set-up. All of the inputs that go into the model are defined in an .idf file, which can be downloaded from the results grid for any option that is proposed. The idf file can be downloaded and run natively in EnergyPlus.

**Question 2:** The RFP defines the contracting type as "Design-Build" but does not reference the pricing structure of the project. Additionally, there is no location on the submission forms to include our price. Can you please describe the type of D-B contract the District plans to execute with the successful D-B firm (Cost plus fee, GMP, Firm Fixed Price)? Also, please confirm that our pricing is to be submitted as an exhibit to our AIA Form 141 and not in another location in the proposal.

**Response:** There will be a firm fixed price. The prices will. . . See attached document (Exhibit A to the Design Build Agreement). Mr. Halligan/Mr. Powell to develop. May be addressed by eval. cmte.

**Question 3:** Appendix E: ENERGY POSITIVE/HIGH PERFORMANCE DESIGN REQUIREMENTS: Energy Modeling: Appendix E indicates the "benchmark" from which the performance of your proposed design will be analyzed by the HCS using Sefaira is: ASHRAE/USGBC/IES Standard 189.1-2009 and ASHRAE 62.1. It is our understanding that Sefaira is not approved by ASHRAE as an energy model for compliance with ASHRAE 189.1. We typically do energy modeling throughout the design process and a construction compliance model, consistent with the description in your ED SPECS, however we use the ASHRAE approved eQuest energy model. Can eQuest be used for the ED SPECS energy modeling and to show net zero performance?

**Response:** No. All work will be modeled in Sefaira so that HCS has a consistent format to evaluate proposals from the offerors.

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*To the best of our knowledge, ASHRAE does not 'approve' energy modeling software. The teams have not been asked to validate their design based on ASHRAE 189.1; rather they have been instructed to use Sefaira to guide design based on the 189.1 standard.*

**Question 4:** Appendix E: ENERGY POSITIVE/HIGH PERFORMANCE DESIGN REQUIREMENTS:  
To achieve net positive energy the design will likely include a PV Solar System that puts power back onto the grid. Has Horry County Schools come to agreement with the local utility for each school, as to the utility accepting and paying the school system for power put back on the grid by the PV Solar System? If so, please provide information on this arrangement. If not, please outline how the school system anticipates this being addressed.

**Response:** No. There is no agreement with any local utility company. The comparison is between energy usage and energy production and is not measured in dollars. It is our intent to be ready for any opportunity that is made available by a utility.

**Question 5:** Paragraph 3.1.16 **Design Builder's Insurance and Bonds.** The Design Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B. There is no Exhibit B attached to the Draft Agreement. Is the District requiring a project specific "Design Build" surety bonds covering all aspects of the design build Agreement (design, construction and performance standards) or is the District accepting piece meal surety bonds covering only portions of the contract such as just the performance and payment for the construction portion of the work.

**Response:** Yes. We want a comprehensive, single performance bond on each project.

**Question 6:** Will the District accept a partial surety bonds from sub-contractors for portions of their work for which the subcontractor is responsible under the Design Build Agreement or will the District require the stated Surety Bonds originate from the entity entering into the Design Build Agreement with the District for 100% of the amount of the Design Build Agreement?

**Response:** No, the District will not accept partial surety bonds from sub-contractors for portions of their work for which they are responsible. Yes, the District will require that the stated Surety Bonds originate from the entity entering into the Design Build Agreement with the District for 100% of the amount of the Design Build Agreement.

**Question 7:** If the answers to questions 5 and 6 are in the affirmative, will the District allow a project specific corporate entity to be formed which would act as the signatory for the Design Build Agreement with the District and the key team members be subcontractors to the corporate entity?

**Response:** Yes.

**Question 8:** Paragraph 8.1.4 speaks to Actual Damages, paragraph 13.2.2.4 speaks to performance damages and references the Design Builder's performance bond and the response to Question 20 in Addendum #1 relating to the "energy performance guarantee". Is there any maximum limit of Actual Damages the Design Builder could incur for failure to perform under the terms of the Design Build Agreement?

**Response:** No there is no limit on Actual Damages. This is not liquidated damages.

**Question 9:** **Appendix A Project-Specific Schedule Requirements**, references time "to allow for proper punchlist corrections and staff move-in/setup". Is the Design Builder responsible for specifying, purchase, and installation of Furniture and Playground equipment?

**Response:** Yes, in coordination with HCS staff for selection of products or materials.

**Question 10:** There is no technology allowance noted. Is the Design Builder responsible for the purchase and installation of instructional related technology or is that a District responsibility?

**Response:** Yes, in coordination with HCS staff for selection of products or materials. An allowance of \$XXX is included in the "total project approved budget".

**Question 11:** Will the District provide test borings of all sites for the design builder to use in analyzing the use of a geo-thermal heat exchanger? If test borings are not provided, will the district hold the design builder liable if the actual performance of the proposed system is affected by results of test borings done after the proposal is submitted?

**Response:** Yes, HCS will provide basic geotechnical information. Terracon will provide information as requested by the district as soon as it is available.

*I believe this question presumes that a ground source heat pump is the optimal HVAC system. If an offeror(s) chooses to utilize this system, they are still required to meet performance requirements.*

**Question 12:** Given the limited budget, we assume the following items will be paid for out of funds other than the "total project approved budget". Please confirm that the following items are to be planned for but not provided by the design builder or consider including a technology allowance to pay for these items and increase the project budget accordingly. If the intent is that these items be included as part of the base proposal (not in an allowance), please consider increasing the budget accordingly and provide a detailed description of what is needed.

- o Servers, network switches, racks, wireless access points
- o Devices such as laptops, laptop carts, emergency backup, printers, copiers, desktops, I-pads, etc.
- o Wiring (the design builder will provide conduits for the HCS technology vendor)
  - Structured cabling, CATV
  - AV wiring
- o Intercom
- o Intrusion Detection (motion detectors and keypads)
- o Door access control (card readers, software, and server)
- o CCTV (cameras)
- o Phone system (IP handset, wiring, software, control computer)
- o Local sound systems (Gym, Auditorium, etc.)
- o Interactive displays (smart board and/or flat screen, associated speakers, and associated cabling)
- o Distributed antenna system (not required, but needed for cellular service to work in building)
- o TV's and display screens for conference and security

**Response:** See response to Question #10. Verify which items are included in allowance.

**Question 13:** Will HCS pay for the following equipment items with funds outside of the "total project approved budget"? If the intent is that these items are to be paid for by the design builder, please consider an equipment allowance for these items and then increase the total budget accordingly. If the intent is that these items be included as part of the base proposal (not in an allowance), please consider increasing the budget accordingly and provide additional information where specified items are desired).

- o Uniforms – (Provide a count, brand, and model number if this item is by the DB)
- o Books, paper, note pads. . .
- o Training room equipment – (Provide a brand and model number if this item is by the DB)
- o Wall pads in gym
- o Gym scoreboards – (Provide a brand and model number if this item is by the DB.)
- o Backboards – (Provide a brand and model number if this item is by the DB.)
- o Commercial washer and dryer – (Provide a brand and model number if this item is by the DB.)
- o Dimming, rigging, and theatrical lighting (if required)
- o Projector(s), screen(s) and rigging system – (Provide a brand and model number if this item is by the DB.)
- o Folding chairs, chair rack, and protective floor mat with rack – (Provide a brand and model number if this item is by the DB.)

- Speaking podium or lectern – (Provide a brand and model number if this item is by the DB.)
- Wrestling mats
- PE Equipment – (Provide a brand and model number if this item is by the DB.)
- Exterior lighting if required (no exterior lighting seems to be specified except for parking and general building lighting)
- Exterior trash cans
- Field repair kit if needed – (Provide a brand and model number if this item is by the DB.)
- Field lining equipment if needed – (Provide a brand and model number if this item is by the DB.)
- Mower – (Provide a brand and model number if this item is by the DB.)
- Soccer goals and equipment if needed
- Softball and baseball bases and equipment if needed
- Irrigation system
- Musical Instruments – (Provide a brand and model number if this item is by the DB.)
- Instrument storage cabinets – (Provide a brand and model number if this item is by the DB.)
- Choral risers
- Band chairs (moveable/stackable)
- Music stands – (Provide a brand and model number if this item is by the DB.)
- Stereo system – (Provide a brand and model number if this item is by the DB.)
- Band miscellaneous supplies – (Provide a brand and model number if this item is by the DB.)
- Maintenance and janitorial equipment and supplies (buffer, burnisher, trash cans, dumpsters, custodial carts, mop buckets, wet vac, vacuum, shop vac., hoses, ladder) – (Provide a brand and model number if this item is by the DB)
- Serving line equipment, cash drawers, register, kitchen equipment, concession equipment, small equipment, shelving, hoods, walk-in freezer, walk-in cooler, domestic washer/dryer, lockers, concession equipment

**Response:** Mark to verify which items are included in allowance.

**Question 14:** If the intent is that the design builder provide the following furniture out of the furniture allowance, please consider revising the furniture allowance as follows. A reasonable allowance for these items would be \$2,150.00 - \$2,300.00 per student. Please clarify what the design builder should provide within the allowance.

- Exterior benches
- Casework throughout the building (classroom storage, classroom filing, teacher's desk, administrative, reception, mail, trophy case, and workroom)
- Furniture throughout the building (administrative and instructional)
- Display boards throughout the building (whiteboards, tack boards)
- Mini blinds throughout the building
- Wall graphics (artwork and signage package)
- Toilet accessories (including paper towel dispensers in classrooms if needed)
- Cafeteria seating
- Library/technology center/collaboration space
  - Tables, seating, etc.
  - Shelving
  - Circulation hardware and software
  - Laminator
  - Library conference room furniture
  - Lectern
  - Library workroom casework and worktable
- Science equipment, goggle cabinet, fume hood (if needed), chemical and fire storage cabinets
- Nurses station equipment (wheel chair and first aid)
- Locker room lockers and benches
- Student oriented dashboard, software and hardware displaying data out of the building automation system
- Student lockers, if required (student lockers don't appear as a project requirement)

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- o Art room equipment and supplies to include kiln, pottery wheels, etc.
- o Storage shelves for general storage, art room, and book storage

**Response:** Mark to verify which items are included in allowance.

**Question 15:** Is the design builder responsible for demolition of the existing building at Myrtle Beach Middle School, and if so, should there not be an increase in the budget to cover the cost of demolition? If HCS is responsible for demolition, when will demolition be complete? If the design builder is responsible for demolition, when will the design builder have access to the site?

**Response:** The Design Builder is responsible for the demolition of the existing building. The cost of demolition is included in the previously published budget for Myrtle Beach Middle School, and no increases are being made for the demolition. The Design Builder will have access to the site as soon as the contract is executed. The District will entertain designs that allow the existing building to remain on the site through the 2015 – 2106 school year and then be demolished during the summer of 2016.

**Question 16:** While Sefaira software is a great schematic design tool, it does not contain the system options that we plan on including in our proposal therefore the output from this software will not accurately reflect the performance of our building. Would you please consider allowing design builders to use an alternate software such as Trace or let us know what specific outputs you would like to review that will allow you to compare the team's proposals? Again, this is a great tool, but given the fact that we will have completed design development documents and the software has limited system selection options, this software is not capable of accurately representing the performance of our building.

**Response:** The occupied mode design criteria (i.e. specific outputs) were provided in the response to Question # 24 of Addendum 1.

Regarding the use of Sefaira, . . .

**Alternate software may not be used to perform energy modeling. Failure to conform to the RFP may be grounds for disqualification.**

*This is another variation of the validation-related questions. Since they have already planned on a specific system and completed the design development documents, it appears as if they have a pre-conceived solution with no intention of performing analysis for the benefit and understanding of HCS.*

*Is design predicated upon the use of ground source heat pumps a specific request by the district?*

*It is our understanding that these are typically expensive systems. It doesn't make sense to arbitrarily assume that this is the best alternative or affordable, prior to modeling conceptual designs. This is one of the toughest systems for ANY tool to simulate because there are many variables in play. For example, correct soil properties are required as inputs used to iterate, analyze and size ground source loops.*

**Question 17:** As indicated in Addendum 1: question 16, if the design builder is expected to provide off site work such as road way improvements and utility extensions and do "normally required investigations", can you provide the assumptions used when HCS budgeted the projects? We assume your cost estimates for the project assumed some value for offsite improvements. Please provide any other information about road way and site improvements known or suspected by HCS staff. Lastly, please provide traffic studies that have been completed for each site.

**Response:** Offsite work to develop the property is to be included in the construction cost. No traffic studies have been completed. All available information will be issued in the topographical surveys and geotechnical results as soon as possible.

**Question 18:** Please provide a list of instructional and office spaces that require sinks.

**Response:** All OSF requirements and DHEC standards are to be followed when determining what spaces require sinks.

**Question 19:** Appendix I requires a functional performance test (FPT) and test and balance (TAB) be performed in June and December each of three years after the project is completed. Is it the intent that these activities are to provide seasonal testing and performance validation? If so, we agree with this retro or continuous commissioning concept. However, providing a complete TAB for the entire system is extensive, expensive and will not accomplish the intended result. Instead, we recommend TAB be provided as required to address deficiencies with the functional testing but in lieu of the bi-annual TAB, we recommend continuous commissioning with building analytics software. This is a much more comprehensive commissioning process and it will save hundreds of thousands of dollars that are needed to construct the building. Bi-annual TAB will not produce the detailed operational data needed to optimize the systems. Please confirm it is not the intent of the District for the complete system to be balanced as part of this bi-annual FPT? Please provide an industry standard protocol to which the FPT is to be performed or allow design builders to implement a continuous commissioning process with building analytics software and ongoing monitoring as the backbone of the effort.

**Response:** Dennis/Mr. Batson to help respond.

*I am unable to offer a response to this at this time.*

**Question 20:** Appendix I requires functional performance test to determine actual kWh output of the on-site source. There is also reference to the bi-annual FPT and overall kWh performance. However, it is not clear how building energy consumption is to be measured and there is no protocol within industry accepted FPTs for measuring energy consumption. We recommend the appropriate method from the International Performance Measurement & Verification Protocol (IPMVP) be used as the methodology to calculate modeled savings and measure actual savings over the three year term in lieu of the FPT. Is this acceptable?

**Response:** Mr. Batson to help respond.

*I am unable to offer a response to this at this time.*

**Question 21:** The allowances seem excessive in some cases in low in other cases. Please consider revising the amounts as follows and clarifying what items go in what allowance so that other important project requirements don't have to be reduced or eliminated. For fire alarm, hardware, furniture and HVAC controls, please consider allowing design builders to work with your preferred vendors to obtain accurate pricing.

- o Middle School and Intermediate School Allowance suggestions:
  - Furniture in Question 14 above: \$2,150.00 - \$2,300.00 per student
  - Owner contingency - \$600,000.00
  - Technology allowance – (amount depends on what is included)
  - Equipment allowance – (amount depends on what is included)
- o Elementary School Allowance suggestions:
  - Furniture in Question 14 above: \$2,150.00 - \$2,300.00 per student
  - Owner contingency - \$500,000.00
  - Technology allowance – (amount depends on what is included)
  - Equipment allowance – (amount depends on what is included)

- a.) If HCS decides to keep the HVAC controls allowance in the contract, please clarify that the cost for factory mounted controls should be included in the HVAC allowance?

b.) If HCS decides to keep the fire alarm allowance, please clarify if this amount includes the sprinkler system?

**Response:** There are no changes to allowances and contingencies at this time except to include an allowance for technology. See responses to questions 10 and 12. Regarding factory mounted controls in the HVAC allowance, Mark/Dennis to verify. Regarding the fire alarm allowance, the sprinkler system is NOT included in this allowance. The sprinkler system is considered part of the plumbing.

**Question 22:** The RFP states in section 3.1.3 and 3.1.4 that the "New Conceptual Designs" and the HCS "Educational Specifications are design requirements. The Conceptual Designs found on the website listed in Appendix C include only Sketchup models or CADD plans. The Educational Specification in Section 3, Design Process Guidelines, Item 2 outline many deliverables (such as Capacity Calculations, Narratives, program data matrix, etc.) that are not included in the Conceptual Design referenced in Appendix C. Is the Complete Conceptual Design submittal prepared by SHW in 2014 (and on the website at that time) a part of this RFP or only the Floor Plans and Sketchup models listed in Appendix C?

**Response:** HCS did not originally include the narratives in the original solicitation documents because of differing energy systems. They are now included as an attachment for your review. Please note, however, that the narratives no longer support the Design and Performance requirements specified in this RFP. (Documents to be provided as attachment or placed on Google Drive.)

**Question 23:** If the Conceptual Design Packages as prepared in 2014 by SHW (and as outlined in the Educational Specifications on pages 33-35 are not available, is a Program Data Matrix available for each school so that the Design Build Teams can verify the program requirements against the conceptual designs?

**Response:** See response to Question 22.

**Question 24:** The building is defined sometimes as "Net Zero" and other times as "Net Positive". Please clarify the intention.

**Response:** All references in the solicitation documents are to be changed to "Energy Positive" which has been defined in Appendix E of the solicitation documents.

**Question 25:** Do we need to size and cost out the PV array?

**Response:** Yes.

**Question 26:** How important is economy of scale in this process – how likely are you to award all projects to the same Offeror? As the RFP is currently written, each project is a separate proposal and there is no ability to take advantage of the economies of scale of building multiple projects.

**Response:** Mr. Halligan/Mr. Powell/John to address.

**Question 27:** Per the directions on the Functional Performance Testing in Appendix I, please define "underperformance".

**Response:** Underperformance is defined as: the system does not perform as represented in the response of the Offeror to the evaluation committee.

**Question 28:** Is it acceptable to pull the Commissioning Agent costs into the Construction Budget, and self-perform the Commissioning?

**Response:** No.

**Question 29:** Is the 3-year Commissioning requirement for Functional Performance Testing part of the budgeted Commissioning cost line item in Appendix B, or is that cost a separate Operations & Maintenance cost for the Owner?

**Response:** It is included as part of the commissioning costs?

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**Question 30:** There are directions within Article 4 that all documents are to be portrait orientation. We may provide some architectural drawings with landscape orientation. Please provide direction on whether this is acceptable.

**Response:** Landscape orientation is acceptable.

**Question 31:** Can the buildings be reoriented on site, and can fenestration be adjusted?

**Response:** Yes, the buildings can be reoriented on site. Fenestration can be adjusted within reason but with the intent of the Conceptual Design illustrations being maintained.

**Question 32:** It is assumed that the conceptual plans are reflective of the quality and efficiency Horry County is seeking in the building designs. Would the School District like to offer additional comment relating to these considerations?

**Response:** No.

**Question 33:** The Ed Specs, in the paragraph describing Educational Space Types (as indicated in Section 2 and in images and photos on pages 10, 13, 15, 17, and 19 and elsewhere in this document) indicate considerable amounts of interior glazing between educational spaces and circulation spaces. The use of glazing at these locations is also shown in the Sketchup models provided. Is this a design requirement?

**Response:** Yes. Refer to the response regarding fenestration in Question 31. Minor changes are allowed as long as the intent of the design is maintained.

**Question 34:** Have all the sites indicated in Appendix F been through the approval process required by OSF?

**Response:** No site plans have been submitted to OSF.

**Question 35:** Some major mechanical systems are not currently able to be modeled and analyzed with the required software. In that case, how should design teams document their likely approach?

**Response:** Mr. Batson to address.

**All teams must utilize the modeling software prescribed in the RFP.**

*Sefaira Systems models just about every common system and most of the ASHRAE Appendix G systems. The only common system it does not support today is ground source heat pumps for the reasons mentioned above. We have discussed this with Sefaira and they have indicated they anticipate their software will be capable of modeling ground source heat pumps by 1 August 2015.*

**Question 36:** Article 2.1 of the RFP states that the proposers must perform consistent with the "Technical Specifications of HCS. Article 3 of the RFP does not mention "Technical Specifications" as part of the design requirements. There do not appear to be any "Technical Specifications" on the HCS district-wide website. Are the "Technical Specifications" available and are they a part of the design requirements?

**Response:** Delete all references to "Technical Specifications" supplied by the Owner in the RFP documents.

**Question 37:** Is both Sefaira Architecture and Sefaira Systems analysis a requirement of our proposals?

**Response:** Confer with Mr. Batson for verification.

**Yes. In order to obtain the proper output, both are required.**



*Specifically for the purpose of comparing the design options from each bidding group involved. Horry County should insist on this because:*

- *Sefaira Architecture is required to identify the most impactful passive design strategies, to review specific strategies or combination of strategies into bundles presented as design options, daylight visuals of floor plates, and comparative annual EUI (energy numbers).*
- *Sefaira Systems is required to give users the ability to compare multiple systems types in the best interest of Horry County to identify and size the most relevant HVAC system, compare annual energy results based on a specific HVAC system chosen, annual energy costs, and to report this relevant data in a clear and concise way.*

**HORRY COUNTY SCHOOLS**

**By:** *Darlyn B. Adams*

**Darlyn Adams, CPPO, CPPB  
Procurement Officer**